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Business Insurance

Employee Benefits

Auto

Home

August 05, 2021

Re: Insured: GATES HUDSON & ASSOCIATES INC
Policy Number: 20 UUN IB5054
Policy Term: 01/01/2019 – 01/01/2020
Writing Company: HARTFORD FIRE INSURANCE COMPANY
TWIN CITY FIRE INSURANCE COMPANY
TRUMBULL INSURANCE COMPANY

This will verify that, to the best of the undersigned's knowledge, the attached is a complete and accurate representation of insurance policy referenced above. Documents and/or information produced herewith are kept and maintained in the ordinary course of business.

Kyona Lawrence
Operations Support Specialist
Clinton Business Center
Hartford Office Location

301 Woods Park Dr.
Clinton, NY 13323
Toll Free: 888-525-2652
Fax: 866-809-1178



IMPORTANT NOTICE TO OUR POLICYHOLDERS COMMERCIAL AUTOMOBILE - ACCIDENT FORGIVENESS

We know that sometimes accidents happen, even to businesses with strong driver safety programs and good drivers that have had years of loss free experience. We now offer an Accident Forgiveness benefit for just those situations.

How It Works:

1. If you are a customer of The Hartford with a policy issued by Trumbull Insurance Company or Hartford Accident & Indemnity Insurance Company for three consecutive years, and
2. You have no chargeable* incidents during those three consecutive years,

We will forgive the first incident that occurs that would otherwise be chargeable. This means that we will not use that first incident in any subsequent renewal premium evaluation process.

All subsequent chargeable incidents will be considered as part of the renewal premium evaluation process.

Once the Accident Forgiveness benefit is applied, you will not re-qualify for the benefit until you again meet the eligibility criteria described above.

If you have any questions or desire additional information regarding Accident Forgiveness, please contact your Hartford agent or broker.

* A chargeable incident is any incident except those determined to be not at fault, uninsured or underinsured motorists, or comprehensive only. Total payout must be greater than \$1,000 (higher in some states). A single incident may comprise multiple claims with the same accident date.



Dear Valued Customer:

Thank you for choosing The Hartford for your Commercial Auto insurance needs. At The Hartford, our Commercial Auto Policy provides your business with some of the broadest and most robust coverage available. We are updating the language in our insurance policies and endorsements to continue to provide you with coverages that help protect your business today and as it evolves.

Why am I receiving this notice?

With this renewal of your Hartford Commercial Auto policy, we have issued to you a revised Commercial Auto policy based on the most recent insurance policy language drafted in 2013 by the Insurance Services Office, Inc. (ISO) and approved for use in your state. Your expiring Hartford Commercial Auto policy similarly was based on ISO language. ISO is the property-liability insurance industry's leading supplier of statistical, actuarial, underwriting and claims data. ISO's standardized insurance policy language is the foundation on which many insurance companies, including The Hartford, build their insurance coverage programs.

As explained below, your new Commercial Auto policy from The Hartford contains a number of provisions that are different from your expiring policy. These differences fall into one of three categories. They may:

- Broaden your coverage
- Reduce your coverage
- Clarify or reinforce your coverage which depending upon the circumstances may be seen as a reduction)

What do I need to do?

To help ensure that you continue to receive the coverage that is needed to protect your business today and as it evolves. We recommend that you take a few moments to review the revisions as outlined below in the following pages. If you have any questions about your new Hartford Commercial Auto policy or any of your insurance coverages, please contact your agent or broker.

Thank you for choosing The Hartford for your business needs.

2013 COMMERCIAL AUTO MULTISTATE FORMS REVISION ADVISORY NOTICE TO BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORM POLICYHOLDERS

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the Policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

Highlighted below are areas within the Policy that broaden, reduce or reinforce coverage. This notice does not reference every change, including editorial changes, made in your policy.

COVERAGE FORMS

REINFORCEMENTS OF COVERAGE

Revision To "Liability Coverage" Form References

CA 00 01 – Business Auto Coverage Form

CA 00 20 – Motor Carrier Coverage Form

References to "**Liability Coverage**" that pertain to auto liability in the Business Auto Coverage Form and Motor Carrier Coverage Form are replaced with "**Covered Autos Liability Coverage**" to distinguish such coverage from the other types of liability coverages that may be included in your policy.

Revisions To Physical Damage Coverage

CA 00 01 – Business Auto Coverage Form

CA 00 05 – Motor Carrier Coverage Form

The Limits Of Insurance provision under Physical Damage Coverage is reinforced to reflect that "**loss**" rather than "**accident**" triggers coverage under this section.

MULTISTATE ENDORSEMENTS

CHECK THE FORM LIST ON THE POLICY DECLARATIONS PAGE TO DETERMINE WHICH FORMS APPLY TO YOUR POLICY

BROADENINGS OF COVERAGE

NEW OPTIONAL ENDORSEMENTS

CA 23 30 – Motor Carrier Endorsement

In general, this endorsement may be used to convert the Business Auto Coverage Form into a Motor Carrier Coverage Form for autos used in your operations as a motor carrier.

EXISTING OPTIONAL ENDORSEMENTS

CA 20 54 – Employee Hired Autos

This endorsement is revised to reinforce that any employee of yours is an insured while operating a rental or hired vehicle taken out in another employee's name for the purposes of performing duties related to the conduct of your business and with your permission.

CA 99 16 – Hired Autos Specified As Covered Auto You Own

This endorsement has been revised to remove the wording which limits coverage with respect to the lessor solely to liability arising out of the acts or omissions of the lessee or anyone else acting on the lessee's behalf.

CA 99 37 – Garagekeepers Coverage

Spouses of partners, managers of limited liability companies and executive officers are included as insureds with respect to the conduct of your garage operations.

REINFORCEMENTS OF COVERAGE

A. The following forms have been revised, where appropriate to:

- 1. Add reference to "Auto Dealer Coverage Form" and delete references to the "Business Auto Physical Damage Coverage Form", "Garage Coverage Form" and/or "Truckers Coverage Form" in the list of the coverage forms to which the endorsement modifies; and/or**
- 2. Replace references to "Liability Coverage" with respect to auto liability with "Covered Autos Liability Coverage" to distinguish such coverage from the other types of liability coverages included in your policy.**

EXISTING OPTIONAL ENDORSEMENTS

CA 01 21 – Limited Mexico Coverage

CA 02 38 – Reinstatement Of Insurance

CA 02 40 – Suspension Of Insurance

CA 03 01 – Deductible Liability Coverage

CA 03 02 – Deductible Liability Coverage

CA 04 42 – Exclusion Of Federal Employees Using Autos In Government Business

CA 04 44 – Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)

CA 04 45 – Golf Carts And Low-speed Vehicles

CA 20 01 – Lessor – Additional Insured And Loss Payee

CA 20 02 – Audio, Visual And Data Electronic Equipment Coverage – Fire, Police And Emergency Vehicles

CA 20 05 – Drive-away Contractors

CA 20 06 – Driving Schools – Non-owned Autos

CA 20 07 – Emergency Services – Volunteer Firefighters' And Workers' Injuries Limited Exclusion

CA 20 08 – Farm Tractors And Farm Tractors Equipment

CA 20 09 – Leasing Or Rental Concerns – Contingent Coverage

CA 20 10 – Leasing Or Rental Concerns – Conversion, Embezzlement Or Secrecion Coverage

CA 20 11 – Leasing Or Rental Concerns – Exclusion Of Certain Leased Autos

CA 20 12 – Leasing Or Rental Concerns – Rent-it-there/Leave-it-here Autos

CA 20 13 – Leasing Or Rental Concerns – Schedule Of Limits For Owned Autos

CA 20 14 – Leasing Or Rental Concerns – Second Level Coverage

CA 20 15 – Mobile Equipment

CA 20 16 – Mobile Homes Contents Coverage

CA 20 17 – Mobile Homes Contents Not Covered

CA 20 18 – Professional Services Not Covered
CA 20 19 – Repossessed Autos
CA 20 21 – Snowmobiles
CA 20 27 – Registration Plates Not Issued For A Specific Auto
CA 20 30 – Emergency Services – Volunteer Firefighters' And Workers' Injuries Excluded
CA 20 33 – Autos Leased, Hired, Rented Or Borrowed With Drivers – Physical Damage Coverage
CA 20 48 – Designated Insured (Newly titled Designated Insured For Covered Autos Liability Coverage)
CA 20 54 – Employee Hired Autos
CA 20 55 – Fellow Employee Coverage
CA 20 56 – Fellow Employee Coverage For Designated Employees/Positions
CA 20 70 – Coverage For Certain Operations In Connection With Railroads
CA 20 71 – Auto Loan/Lease Gap Coverage
CA 23 01 – Explosives
CA 23 03 – Multi-purpose Equipment
CA 23 04 – Rolling Stores
CA 23 05 – Wrong Delivery Of Liquid Products
CA 23 08 – Truckers – Excess Coverage For The Named Insured And Named Lessors For Leased Autos
(Newly titled Motor Carriers – Excess Coverage For The Named Insured And Named Lessors For Leased Autos)
CA 23 09 – Truckers – Insurance For Non-trucking Use (Newly titled Motor Carriers – Insurance For Non-Trucking Use)
CA 23 12 – Truckers – Named Lessee As Insured (Newly titled Motor Carriers – Named Lessee As Insured)
CA 23 13 – Trailer Interchange Fire And Fire And Theft Coverages
CA 23 17 – Truckers – Uniform Intermodal Interchange Endorsement Form UIIE-1
CA 23 24 – Agricultural Produce Trailers – Seasonal
CA 23 25 – Coverage For Injury To Leased Workers
CA 23 94 – Silica Or Silica-related Dust Exclusion For Covered Autos Exposure
CA 23 97 – Amphibious Vehicles
CA 24 01 – Transportation Of Seasonal Or Migrant Agricultural Workers
CA 24 02 – Public Transportation Autos
CA 99 03 – Auto Medical Payments Coverage
CA 99 10 – Drive Other Car Coverage – Broadened Coverage For Named Individuals
CA 99 13 – Fiduciary Liability Of Banks
CA 99 14 – Fire, Fire And Theft, Fire, Theft And Windstorm And Limited Specified Causes Of Loss Coverages
CA 99 16 – Hired Autos Specified As Covered Autos You Own
CA 99 17 – Individual Named Insured
CA 99 23 – Rental Reimbursement Coverage
CA 99 28 – Stated Amount Insurance
CA 99 30 – Tapes, Records And Discs Coverage
CA 99 33 – Employees As Insureds
CA 99 34 – Social Service Agencies – Volunteers As Insureds
CA 99 37 – Garagekeepers Coverage
CA 99 40 – Exclusion Or Excess Coverage Hazards Otherwise Insured
CA 99 44 – Loss Payable Clause

CA 99 47 – Employee As Lessor

CA 99 48 – Pollution Liability – Broadened Coverage For Covered Autos – Business Auto, Motor Carrier And Truckers Coverage Forms (Newly titled Pollution Liability – Broadened Coverage For Covered Autos – Business Auto And Motor Carrier Coverage Forms)

CA 99 54 – Covered Auto Designation Symbol

CA 99 59 – Garagekeepers Coverage – Customers' Sound-receiving Equipment

CA 99 60 – Audio, Visual And Data Electronic Equipment Coverage Added Limits

CA 99 61 – Loss Payable Clause – Audio, Visual And Data Electronic Equipment Coverage Added Limits

CA 99 90 – Optional Limits – Loss Of Use Expenses

B. The following forms are modified individually as follows:

CA 23 97 – Amphibious Vehicles

This endorsement, in general, is revised to reinforce that insurance is not applicable to amphibious vehicles while being launched into, used in or beached from the water. This includes, but is not limited to, coverages such as liability and physical damage coverages.

CA 23 98 – Trailer Interchange Coverage

The Supplementary Payments provision is revised to reinforce that it applies to court costs taxed against the insured that do not include the attorneys' fees or expenses taxed against the insured.

A definition of the term "trailer" is added to reinforce that such term includes a semitrailer, container or a dolly used to convert a semitrailer into a trailer.

C. The following three forms include various provisions and schedules that apply to physical damage coverage have been reinforced to reflect that "loss" rather than "accident" triggers coverage under this section.

CA 99 28 – Stated Amount Insurance

CA 99 60 – Audio, Visual And Data Electronic Equipment Coverage Added Limits

CA 99 61 – Loss Payable Clause – Audio, Visual And Data Electronic Equipment Coverage Added Limits



IMPORTANT INFORMATION FOR VIRGINIA POLICYHOLDERS

PROPERTY CHOICE COVERAGE PART PROPERTY CHOICE POLICY

VIRGINIA NOTICE - ORDINANCE OR LAW COVERAGE

Valuable coverages are available to you in addition to your Property Choice Coverage. For an additional premium, you may purchase additional Standard Ordinance or Law coverage or the Broad Form Ordinance or Law Coverage.

The Standard Ordinance or Law coverage provides that in event of loss, property will be repaired or replaced in accordance with applicable ordinances or laws that regulate construction, repair or demolition. The Broad Form Ordinance or Law coverage also includes coverage for the cleanup, removal or treatment of pollutants, as a result of an enforced Ordinance or Law.

If you would like to purchase this coverage, please contact your Hartford Agent.

PLEASE MAKE SURE TO INCLUDE YOUR POLICY NUMBER IN ANY CORRESPONDENCE



IMPORTANT NOTICE TO POLICYHOLDERS THE HARTFORD CYBER CENTER WEBSITE ACCESS

Thank you for choosing The Hartford for your business insurance needs.

You are receiving this Notice because you purchased a general liability or property policy from The Hartford, which includes access to The Hartford Cyber Center. This portal was created because we recognize that businesses face a variety of cyber-related exposures and need help managing the related risks. These exposures include data breaches, computer virus attacks and cyber extortion threats.

Through the Hartford Cyber Center, you have access to:

- o A panel of third party incident response service providers
- o Third party cybersecurity pre-incident service providers and a list of approved services to help protect your business before a cyber-threat occurs
- o Risk management tools, including self-assessments, best practice guides, templates, sample incident response plans, and data breach cost calculators
- o White papers, blogs and webinars from leading privacy and security practitioners
- o Up-to-date cyber-related news and events, including examples of privacy and security related events

Accessing The Hartford Cyber Center is easy

1. Visit www.thehartford.com/cybercenter
2. Enter policyholder information
3. Access code: 952689
4. Login to The Hartford Cyber Center

Please be aware that:

- o The Hartford Cyber Center is a proprietary web portal exclusively provided to customers of The Hartford. Please do not share the access code with anyone outside your organization.
- o Registration is required to access the Cyber Center. You may register as many users as necessary.
- o Contacting a service provider about any issue does not constitute providing The Hartford notice of a claim as required under your insurance policy. Read your insurance policy and discuss any questions with your agent or broker.
- o The Hartford Cyber Center provides third party service provider references and materials for educational purposes only. The Hartford does not specifically endorse any such service provider within The Hartford Cyber Center and hereby disclaims all liability with respect to use of or reliance on such service providers. All service providers are independent contractors and not agents of The Hartford. The Hartford does not warrant the performance of the service providers, even if such services are covered under your policy. We strongly encourage you to conduct your own assessments of the service providers' services and the fitness or adequacy of such services for your particular needs. This Notice does not amend or otherwise affect the provisions of your policy.

The Hartford offers a variety of endorsements to your policy that can help protect your business from a broad range of cyber-related threats. Please review your coverage with your insurance agent or broker to determine the most appropriate cyber coverages and limits for your business.

If you have a claim, you can report it by calling The Hartford's toll-free claims line at **1-800-327-3636**.

Should you have any questions, please contact your insurance agent, broker or you may contact us directly.

We appreciate your business and look forward to being of continued service to you.

VIRGINIA IMPORTANT NOTICE REGARDING HEALTH CARE AND DISABILITY BENEFITS COVERAGE

IN ADDITION TO THE MINIMUM INSURANCE REQUIRED BY LAW, YOU MAY PURCHASE ADDITIONAL INSURANCE COVERAGE FOR THE NAMED INSURED AND FOR HIS RELATIVES WHO ARE MEMBERS OF HIS HOUSEHOLD WHILE IN OR UPON, ENTERING OR ALIGHTING FROM A MOTOR VEHICLE, OR THROUGH BEING STRUCK BY A MOTOR VEHICLE WHILE NOT OCCUPYING A MOTOR VEHICLE, AND FOR OCCUPANTS OF THE INSURED MOTOR VEHICLE. THE FOLLOWING HEALTH CARE AND DISABILITY BENEFITS ARE AVAILABLE FOR EACH ACCIDENT:

1. PAYMENT OF UP TO \$2,000 PER PERSON FOR ALL REASONABLE AND NECESSARY EXPENSES FOR MEDICAL, CHIROPRACTIC, HOSPITAL, DENTAL, SURGICAL, PROSTHETIC AND REHABILITATION SERVICES, SERVICES PROVIDED BY AN EMERGENCY MEDICAL SERVICES VEHICLE AS DEFINED IN SECTION 32.1-111.1, AND FUNERAL EXPENSES RESULTING FROM THE ACCIDENT AND INCURRED WITHIN THREE YEARS AFTER THE DATE OF THE ACCIDENT. HOWEVER, IF YOU DO NOT PURCHASE THE \$2,000 LIMIT OF COVERAGE, YOU AND THE COMPANY MAY AGREE TO ANY OTHER LIMIT; AND
2. AN AMOUNT EQUAL TO THE LOSS OF INCOME UP TO \$100 PER WEEK IF THE INJURED PERSON IS ENGAGED IN AN OCCUPATION FOR WHICH HE RECEIVES COMPENSATION, FROM THE FIRST WORKDAY LOST AS A RESULT OF THE ACCIDENT UP TO THE DATE THE PERSON IS ABLE TO RETURN TO HIS USUAL OCCUPATION. SUCH PAYMENTS ARE LIMITED TO A PERIOD EXTENDING ONE YEAR FROM THE DATE OF THE ACCIDENT.

IF YOU DESIRE TO PURCHASE EITHER OR BOTH OF THESE COVERAGES AT AN ADDITIONAL PREMIUM, YOU MAY DO SO BY CONTACTING THE AGENT OR COMPANY THAT ISSUED YOUR POLICY.



Named Insured GATES HUDSON & ASSOCIATES INC		Policy No. 20 UUN IB5054
Address 3020 HAMAKER CT STE 301 FAIRFAX VA 22031		
Producer 262634 MCGRIFF SEIBELS & WILLIAMS INC	Effective Date of this Notice 01/01/19 Expiration Date of Policy 01/01/20	
Name of Insurance Company TRUMBULL INSURANCE COMPANY	Countersigned by (Authorized Representative)	

☒ **LOSS PAYEE** **Name** BB&T INSURANCE CENTER **Mailing Address Change Only**

☐ **Address** PO BOX 25610-C
CHARLOTTE NC 28229

LESSOR

THIS NOTICE OF AUTOMOBILE INSURANCE IS APPLICABLE AS INDICATED BELOW.

A. LOSS PAYEE

- ☒ 1. This is to certify that the policy of insurance listed above has been issued to the insured named above and is in force at this time for the auto(s) described below. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy.
 State of Nebraska - This certificate does not amend, extend or alter the coverage afforded by the listed policy

Loss Payee - Except for towing, all physical damage loss is payable to the Named Insured and the Loss Payee named above as interest may appear at the time of loss.

- ☐ 2. This is to notify that the policy of insurance listed above has been changed by the insured to change the Physical Damage Coverage for the auto(s) described below.
- ☐ 3. This is to notify that the policy of insurance listed above has been changed by the insured to delete Physical Coverage for the auto(s) described below.

B. LOSS PAYEE OR LESSOR

- ☐ 1. This is to notify that the policy of insurance listed above has been change by the insured to delete the auto(s) described below.
- ☐ 2. This is to notify that the policy of insurance listed above has been changed by the insured to delete the Loss Payee or Lessor named above for the auto(s) described below.
- ☐ 3. This is to notify that the policy of insurance listed above has been changed by the insured to delete the Loss Payee or Lessor named above.

Schedule of Autos		Physical Damage Coverage (For A.1. and A.2. above)				
Covered Auto No.	Description	Other than Collision			Collision	
		Coverage*	Limit		Limit	
			Deductible	*ACV*** or Stated Amount	Deductible	*ACV*** or Stated Amount
	SEE SUBSEQUENT PAGE					

THIS CERTIFICATE DOES NOT EVIDENCE LIABILITY INSURANCE

*AJ = Comprehensive Coverage
 AK = Specified Causes of Loss Coverage
 AL = Fire Coverage
 AM = Fire and Theft Coverage
 AO = Fire, Theft and Windstorm Coverage
 AP = Limited Specified Causes of Loss Coverage
 **ACV = Actual Cash Value

**Notice of
Automobile Insurance (Continued)**

POLICY NUMBER: 20 UUN IB5054

COVERED AUTO NO. 00004 11 FORD VIN 1FTNE2EW5BDA10955

 COMPREHENSIVE COVERAGE \$ 1,000 DEDUCTIBLE
 ACTUAL CASH VALUE

 COLLISION COVERAGE \$ 1,000 DEDUCTIBLE
 ACTUAL CASH VALUE

COVERED AUTO NO. 00008 11 FORD VIN 1FTVX1EF9BKE14213

 COMPREHENSIVE COVERAGE \$ 1,000 DEDUCTIBLE
 ACTUAL CASH VALUE

 COLLISION COVERAGE \$ 1,000 DEDUCTIBLE
 ACTUAL CASH VALUE



Named Insured GATES HUDSON & ASSOCIATES INC		Policy No. 20 UUN IB5054
Address 3020 HAMAKER CT STE 301 FAIRFAX VA 22031		
Producer 262634 MCGRIFF SEIBELS & WILLIAMS INC	Effective Date of this Notice 01/01/19 Expiration Date of Policy 01/01/20	
Name of Insurance Company TRUMBULL INSURANCE COMPANY	Countersigned by (Authorized Representative)	

☒ **LOSS PAYEE** **Name** FORD MOTOR CREDIT **Mailing Address Change Only**

☐ **Address** PO BOX 390910
MINNEAPOLIS MN 55439

LESSOR

THIS NOTICE OF AUTOMOBILE INSURANCE IS APPLICABLE AS INDICATED BELOW.

A. LOSS PAYEE

- ☒ 1. This is to certify that the policy of insurance listed above has been issued to the insured named above and is in force at this time for the auto(s) described below. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy.
- State of Nebraska - This certificate does not amend, extend or alter the coverage afforded by the listed policy

Loss Payee - Except for towing, all physical damage loss is payable to the Named Insured and the Loss Payee named above as interest may appear at the time of loss.

- ☐ 2. This is to notify that the policy of insurance listed above has been changed by the insured to change the Physical Damage Coverage for the auto(s) described below.
- ☐ 3. This is to notify that the policy of insurance listed above has been changed by the insured to delete Physical Coverage for the auto(s) described below.

B. LOSS PAYEE OR LESSOR

- ☐ 1. This is to notify that the policy of insurance listed above has been change by the insured to delete the auto(s) described below.
- ☐ 2. This is to notify that the policy of insurance listed above has been changed by the insured to delete the Loss Payee or Lessor named above for the auto(s) described below.
- ☐ 3. This is to notify that the policy of insurance listed above has been changed by the insured to delete the Loss Payee or Lessor named above.

Schedule of Autos		Physical Damage Coverage (For A.1. and A.2. above)				
Covered Auto No.	Description	Other than Collision			Collision	
		Coverage*	Limit		Limit	
			Deductible	*ACV*** or Stated Amount	Deductible	*ACV*** or Stated Amount
	SEE SUBSEQUENT PAGE					

THIS CERTIFICATE DOES NOT EVIDENCE LIABILITY INSURANCE

*AJ = Comprehensive Coverage
AK = Specified Causes of Loss Coverage
AL = Fire Coverage
AM = Fire and Theft Coverage
AO = Fire, Theft and Windstorm Coverage
AP = Limited Specified Causes of Loss Coverage
**ACV = Actual Cash Value

**Notice of
Automobile Insurance (Continued)**

POLICY NUMBER: 20 UUN IB5054

COVERED AUTO NO. 00009 13 FORD VIN 1FTMF1CM2DKE21068

COMPREHENSIVE COVERAGE \$ 1,000 DEDUCTIBLE
ACTUAL CASH VALUE

COLLISION COVERAGE \$ 1,000 DEDUCTIBLE
ACTUAL CASH VALUE

Special Multi-Flex Business Insurance Policy



This SPECIAL MULTI-FLEX POLICY is provided by the stock insurance company(s) of The Hartford Insurance Group, shown below.

COMMON POLICY DECLARATIONS

POLICY NUMBER: 20 UUN IB5054 K3
RENEWAL OF: 20 UUN IB5054



Named Insured and Mailing Address:
(No., Street, Town, State, Zip Code)

GATES HUDSON & ASSOCIATES INC

3020 HAMAKER CT STE 301
 FAIRFAX, VA 22031
 (FAIRFAX COUNTY)

Policy Period: From 01/01/19 To 01/01/20
 12:01 A.M., Standard time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. The Coverage Parts that are a part of this policy are listed below. The Advance Premium shown may be subject to adjustment.

Total Advance Premium: \$ [REDACTED]

Coverage Part and Insurance Company Summary

Advance Premium

PROPERTY CHOICE
 HARTFORD FIRE INSURANCE COMPANY
 ONE HARTFORD PLAZA
 HARTFORD, CONNECTICUT 06155

\$ [REDACTED]

COMMERCIAL INLAND MARINE
 HARTFORD FIRE INSURANCE COMPANY
 ONE HARTFORD PLAZA
 HARTFORD, CONNECTICUT 06155

\$ [REDACTED]

LISTING OF ADDITIONAL COVERAGE PARTS CONTINUED ON THE FOLLOWING PAGE.

Form Numbers of Coverage Parts, Forms and Endorsements that are a part of this policy and that are not listed in the Coverage Parts.

HM0001 IL00171198 HM99011185 IH01380116 IH01520116 IH09850115 IH99400409
 IH99410409 IL00210908 PC00010109 HM00200295 HA00250615 HC00100798
 HC00200295

Agent/Broker Name: MCGRIFF SEIBELS & WILLIAMS INC

Countersigned by
 (Where required by law)

Sueann L. Castaneda

Authorized Representative

01/22/19
 Date

COMMON POLICY DECLARATIONS (Continued)

POLICY NUMBER: 20 UUN IB5054

ADDITIONAL COVERAGE PARTS (CONTINUED)

COVERAGE PART AND INSURANCE COMPANY SUMMARY

ADVANCE PREMIUM

COMMERCIAL AUTO
TRUMBULL INSURANCE COMPANY
ONE HARTFORD PLAZA
HARTFORD, CT 06155

[REDACTED]

COMMERCIAL GENERAL LIABILITY
EMPLOYEE BENEFITS LIABILITY
TWIN CITY FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA
HARTFORD, CT 06155

[REDACTED]



COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

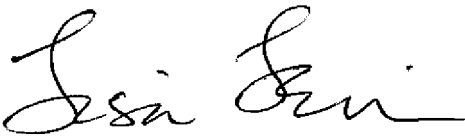
1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

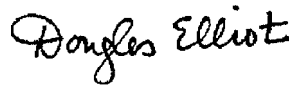
Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.



Lisa Levin, Secretary



Douglas Elliot, President



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSTALLMENT PLAN

We and you agree that you will pay the premium in installments as shown below:

Date	Premium	Date	Premium
01/01/19		06/01/19	
02/01/19		07/01/19	
03/01/19		08/01/19	
04/01/19		09/01/19	
05/01/19		10/01/19	



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 DATA BREACH COVERAGE PART (CLAIMS-MADE)
 EDUCATORS PROFESSIONAL CHOICE POLICY
 EMPLOYEE BENEFITS LIABILITY COVERAGE PART
 HEALTH CARE FACILITY PROFESSIONAL LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2., 3. and 5. of the Cancellation Common Policy Condition are replaced by the following:

2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
 - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
3. We will send written notice in accordance with Virginia Law or deliver written notice to the first Named Insured's last mailing address known to us.
5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
 - a. We will compute return premium pro rata and round to the next higher whole dollar when this Policy is cancelled:
 - (1) At our request;
 - (2) Because you no longer have a financial or insurable interest in the property or business operations that is the subject of insurance;
 - (3) And rewritten by us or a member of our company group; or

(4) After the first year, if it is a prepaid policy written for a term or more than one year.

- b. When this Policy is cancelled at your request (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

B. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. If we elect not to renew this Policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
 - a. 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b. 45 days before the expiration date if the nonrenewal is for any other reason.
2. We will send written notice in accordance with Virginia Law or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following when written as part of a Special Multi Flex Policy containing liability coverage and supersedes the cancellation and nonrenewal provisions contained in any amendatory endorsement(s) of a policy to which this endorsement is attached:

COMMERCIAL INLAND MARINE COVERAGE PART PROPERTY CHOICE COVERAGE PART

- A. Paragraphs 2., 3. and 5. of the **Cancellation** Common Policy Condition are replaced by the following:**
- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
 - a.** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b.** 45 days before the effective date of cancellation if we cancel for any other reason.
 - 3.** We will mail or deliver written notice to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
 - 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium.
 - a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
 - (1)** At our request;
 - (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
 - (3)** And rewritten by us or a member of our company group; or
 - (4)** After the first year, if it is a prepaid policy written for a term of more than one year.
 - b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.
- B. The following is added and supersedes any other provision to the contrary:**
- Nonrenewal**
- 1.** If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
 - a.** 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b.** 45 days before the expiration date if the nonrenewal is for any other reason.
 - 2.** We will mail or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us. If notice is mailed, it will be sent in accordance with Virginia Law.
 - 3.** If notice is mailed, proof of mailing will be sufficient proof of notice.

POLICY NUMBER: 20 UUN IB5054



THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

TERRORISM PREMIUM		
Coverage:	Premium (if Covered):	
PROPERTY	\$	██████████
GENERAL LIABILITY	\$	██████████
INLAND MARINE	\$	██████████
TOTAL	\$	██████████

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to such coverage is shown above in this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to

coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. Disclosure Of Federal Share Of Terrorism Losses Under TRIA

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses as indicated in the table below that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States Government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses Under TRIA

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with Treasury procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy.

F. All other terms and conditions remain the same.



U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.



Named Insured: GATES HUDSON & ASSOCIATES INC

Policy Number: 20 UUN IB5054

Effective Date: 01/01/19

Expiration Date: 01/01/20

Company Name: HARTFORD FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.



QUICK REFERENCE

PROPERTY CHOICE COVERAGE PART

Property Choice Conditions and Definitions

- | | |
|--|--|
| <p>A. General Conditions</p> <ol style="list-style-type: none"> 1. Abandonment 2. Application of Waiting Period 3. Appraisal 4. Claim Settlement 5. Concealment, Misrepresentation or Fraud 6. Control of Property 7. Coverage Territory 8. Equipment Breakdown - Suspension 9. Equipment Breakdown - Inspection 10. If Two or More Coverages Apply 11. Legal Action Against Us 12. Liberalization 13. Loss Payee - Standard 14. Mortgageholders and Lender Loss Payees 15. Contract of Sale and Building Owner Loss Payable Clauses 16. No Benefit to Bailee 17. Other Insurance 18. Policy Period 19. Recovered Property 20. Standard Fire Policy 21. Transfer of Rights (Subrogation) <p>B. General Duties in Event of Loss</p> <ol style="list-style-type: none"> 1. Your Duties <ol style="list-style-type: none"> a. Notify Police b. Notify Us | <ol style="list-style-type: none"> c. Protect Property d. Take Inventory e. Permit us to Inspect Property, Books and Records f. Proof of Loss g. Cooperate h. Resumption of Business <p>2. Our Right - Examine You Under Oath</p> <p>C. General Definitions</p> <ol style="list-style-type: none"> 1. Building Glass 2. Computer Equipment 3. Electronic Data 4. Fungus 5. Money 6. Policy Year 7. Pollutants and Contaminants 8. Scheduled Premises 9. Securities 10. Sinkhole Collapse 11. Specified Causes of Loss 12. Sprinkler Leakage 13. Stock 14. Tenant Improvements and Betterments 15. Theft 16. Valuable Papers 17. Volcanic Action |
|--|--|

Property Choice Coverage Form

- | | |
|---|---|
| <p>A. Coverage</p> <ol style="list-style-type: none"> 1. Covered Property Definitions <ol style="list-style-type: none"> a. Building b. Business Personal Property 2. Property Not Covered 3. Covered Causes of Loss - See separate form <p>B. Exclusions - See separate form</p> | <p>C. Limits of Insurance</p> <p>D. Deductible</p> <p>E. Loss Payment and Valuation Conditions</p> <ol style="list-style-type: none"> 1. Replacement Cost 2. Actual Cash Value 3. Specific Property Valuations <ol style="list-style-type: none"> a. Accounts Receivable b. Animals |
|---|---|

- c. Building Glass
- d. Electronic Data and Valuable Papers
- e. Fine Arts
- f. Party Wall
- g. Property of Others
- h. Stock
- i. Tenant Improvements and Betterments
- j. Transit
- k. Vehicles
- 4. Value Enhancements
 - a. Architect and Engineering Fees
 - b. Customs Duty, Sales Tax
 - c. Extended Warranties

Property Choice - Specialized Property Insurance Coverages

Section A. Additional Coverages

- 1. Accounts Receivable
- 2. Brands and Labels
- 3. Building Glass Repairs
- 4. Business Travel Including Sales Representative Samples
- 5. Claim Expenses
- 6. Contract Penalties
- 7. Debris Removal
- 8. Employee Personal Effects
- 9. Errors in Description
- 10. Exhibitions
- 11. Extra Expense and Expediting Expenses
- 12. Fine Arts
- 13. Fire Department Service Charge
- 14. Fire Device Recharge
- 15. Fungus, Wet Rot, Dry Rot, Bacteria and Virus - Limited Coverage
- 16. Inflation Guard
- 17. Installment or Deferred Sales
- 18. Loss of Master Key

- 19. New Construction at Scheduled Premises
- 20. Newly Acquired Property
- 21. Non-Owned Detached Trailers
- 22. Ordinance or Law
- 23. Outdoor Trees, Shrubs, Sod, Plants and Lawns
- 24. Pairs or Sets
- 25. Pollutants and Contaminants Clean Up
- 26. Preservation of Property
- 27. Rewards
- 28. Sewer and Drain Backup
- 29. Transit
- 30. Transition to Replacement Premises
- 31. Unnamed Premises
- 32. Utility Service Interruption
- 33. Water Damage Building Tear Out and Repair
- 34. Water Seepage
- 35. Windblown Debris

Section B. - Combined Additional Protection

Section C. - Tenant Lease Coverage

Property Choice - Covered Causes of Loss and Exclusions Form

A. Covered Causes of Loss

B. Exclusions

- 1.
 - a. Acts Errors or Omissions
 - b. Workmanship and Repair
 - c. Animals
 - d. Collapse (Related to Earthquake or Flood)
 - e. Earth Movement
 - f. Water
 - g. Fungus, Wet Rot, Dry Rot, Bacteria or Virus
 - h. Governmental Action
 - i. Nesting or Infestation
 - j. Nuclear Hazard

k. Ordinance or Law

- l. Pathogenic or Poisonous Biological or Chemical Materials
- m. Pollutants and Contaminants
- n. Utility Services Interruption
- o. War and Military Action
- 2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Artificially Generated Electrical, Magnetic or Electromagnetic Energy
 - b. Accounting Errors
 - c. Changes of Temperature, Dampness or Dryness
 - d. Delay, Loss of Use or Loss of Market

- e. Dishonest Acts
- f. Docks, Piers, Wharves
- g. Electronic Vandalism or Corruption of "Electronic Data" or Corruption of "Computer Equipment"
- h. Loss Due To By-Products of Production or Processing Operations
- i. Mechanical Breakdown
- j. Missing Property
- k. Neglect to Protect Property
- l. Rain, Snow, Ice, Sleet to Property in the Open
- m. Settling, Cracking to Buildings or Structures
- n. Smoke (agricultural or Industrial)
- o. Steam Explosions
- p. Testing
- q. Unauthorized Transfer of Property
- r. Voluntary Parting

- 3. We will not pay for loss or damage caused by or resulting from any of the following. But if direct physical loss or direct physical damage to Covered Property by a Covered Cause of Loss results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.

- a. Wear and tear, or change in color, texture, or finish;
- b. Rust, corrosion, decay, or deterioration;
- c. Hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- d. Maintenance;
- e. Smog; or
- f. Shrinkage, evaporation, or loss of weight of Stock.

C. Limitations

PROPERTY CHOICE COVERAGE PART - DECLARATIONS



POLICY NUMBER: 20 UUN IB5054

This PROPERTY CHOICE COVERAGE PART consists of:

- A. This Declarations;**
- B. Property Choice Schedule of Premises and Coverages;**
- C. Property Choice Conditions and Definitions;**
- D. Property Choice Coverage Form;**
- E. Property Choice Specialized Property Insurance Coverages;**
- F. Property Choice Covered Causes of Loss and Exclusions Form; and**
- G. Any other Coverage Forms, Conditions Forms, Endorsements and Schedules issued to be a part of this Coverage Part and listed below.**

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Definitions found in the Property Choice Conditions and Definitions (Form Number PC 00 90).

ADVANCE PREMIUM:



AUDIT PERIOD:

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Property Choice Declarations" or the "Common Policy Declarations".

All Schedules listed on this Declarations are part of this Declarations.

Form Numbers of Coverage Forms, Endorsements, and Schedules that are a part of this Coverage Part:

PC00910118 PC00020118T PC50570118 PC20230109 PC00900118 IH09400115
PC26020118 PC00100118 PC00200118 PC00300113 PC10100118 PC10720118
PC10830118 PC20440118 PC00970109 PC00500118 PC40010118

**PROPERTY CHOICE - SCHEDULE OF
PREMISES AND COVERAGES**



POLICY NUMBER: 20 UUN IB5054

COVERAGE AND LIMITS OF INSURANCE

INSURANCE APPLIES ON A BLANKET BASIS ONLY TO A COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN BELOW IN THE BLANKET DESCRIPTION OF COVERAGE OR PROPERTY. THE MAXIMUM WE WILL PAY FOR LOSS OR DAMAGE IN ANY ONE OCCURRENCE IS THE SMALLEST APPLICABLE LIMIT OF INSURANCE SHOWN IN THE DECLARATIONS, SCHEDULES, OR ENDORSEMENT(S).

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY

FOR INSURANCE THAT APPLIES TO A SPECIFIC INSURED PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

LIMIT(S) OF INSURANCE
IN ANY ONE OCCURRENCE

BUILDINGS AND BUSINESS PERSONAL PROPERTY	\$1,800,000
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VALUATION PROVISION:

REPLACEMENT COST (SUBJECT TO LIMITATIONS) APPLIES TO THE TYPES OF COVERED PROPERTY INSURED UNDER THIS POLICY. FOR VALUATION THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

PROPERTY CHOICE - BUSINESS INTERRUPTION AT SCHEDULED PREMISES

INSURANCE APPLIES ONLY TO A SCHEDULED PREMISES AND TO BUSINESS INTERRUPTION COVERAGE FOR WHICH A SPECIFIC LIMIT OF INSURANCE IS SHOWN ON PROPERTY CHOICE - SCHEDULED PREMISES.

COINSURANCE PROVISION:

UNLESS OTHERWISE STATED IN THIS POLICY, COINSURANCE DOES NOT APPLY TO THE COVERAGES SHOWN ON THIS POLICY.

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)**POLICY NUMBER:** 20 UUN IB5054

 CAUSE OF LOSS - ELECTRONIC VANDALISM

	LIMIT OF INSURANCE
	IN ANY ONE POLICY YEAR
ELECTRONIC VANDALISM:	\$300,000

6 HOUR WAITING PERIOD APPLIES TO ELECTRONIC VANDALISM - BUSINESS INCOME OR RENTAL INCOME LOSS.

THE FOLLOWING COVERAGE EXTENSIONS ARE FOUND IN THE CAUSE OF LOSS - ELECTRONIC VANDALISM FORM AND ARE INCLUDED IN THE CAUSE OF LOSS - ELECTRONIC VANDALISM - POLICY YEAR LIMIT OF INSURANCE AND NOT IN ADDITION TO:

DENIAL OF SERVICE - BUSINESS INCOME:	\$25,000
12 HOUR WAITING PERIOD APPLIES TO DENIAL OF SERVICE - BUSINESS INCOME LOSS.	

ELECTRONIC EXTORTION DEMAND:	\$10,000 IN ANY ONE POLICY YEAR
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GOOD FAITH ADVERTISING EXPENSE:	\$25,000 IN ANY ONE POLICY YEAR
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 CAUSES OF LOSS - EQUIPMENT BREAKDOWN

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

THE MOST WE WILL PAY IN ANY ONE EQUIPMENT BREAKDOWN ACCIDENT TO EQUIPMENT BREAKDOWN PROPERTY IS THE LESSER OF THE APPLICABLE BUILDING, BUSINESS PERSONAL PROPERTY AND BUSINESS INTERRUPTION LIMITS OF INSURANCE OR \$100,000,000.

COVERAGE EXTENSIONS: THE FOLLOWING COVERAGE EXTENSIONS LIMITS OF INSURANCE ARE INCLUDED IN THE CAUSES OF LOSS - EQUIPMENT BREAKDOWN LIMIT OF INSURANCE AND APPLY IN ANY ONE EQUIPMENT BREAKDOWN ACCIDENT TO EQUIPMENT BREAKDOWN PROPERTY.

	LIMITS OF INSURANCE
CFC REFRIGERANTS:	INCLUDED IN THE LIMIT OF INSURANCE APPLICABLE TO EQUIPMENT BREAKDOWN

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IB5054

HAZARDOUS SUBSTANCES:	\$100,000
SPOILAGE:	\$100,000
EXPEDITING EXPENSES:	\$100,000

DEDUCTIBLES

FOR DEDUCTIBLES THAT APPLY TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

THE FOLLOWING DEDUCTIBLE(S) SHALL APPLY TO LOSS OR DAMAGE:

BY COVERED LOSS,	
IN ANY ONE OCCURRENCE:	\$2,500

PROPERTY CHOICE - SCHEDULED PREMISES

THE FOLLOWING LIMITS OF INSURANCE APPLY IN ANY ONE OCCURRENCE UNLESS OTHERWISE STATED.

* * * * *

PREMISES NO. 1

ADDRESS:

3020 HAMAKER CT STE 301
FAIRFAX, VA 22031
FAIRFAX COUNTY

DESCRIPTION OF COVERAGE OR PROPERTY

LIMIT OF INSURANCE

BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT
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PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IB5054

PREMISES 1 CONTINUED

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
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BUSINESS INCOME AND EXTRA EXPENSE:	\$250,000
72 HOURS WAITING PERIOD APPLIES	
PAYROLL IS INCLUDED	

* * * * *

PREMISES NO. 2

ADDRESS:

3020 HAMAKER CT STE 505
FAIRFAX, VA 22031
FAIRFAX COUNTY

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
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BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT
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PREMISES NO. 3

ADDRESS:

3020 HAMAKER CT STE B100
FAIRFAX, VA 22031
FAIRFAX COUNTY

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IB5054

PREMISES 3 CONTINUED

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT

* * * * *

PREMISES NO. 4

ADDRESS:

3421 COMMISSION CT STE 201
WOODBRIDGE, VA 22192
PRINCE WILLIAM COUNTY

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT

* * * * *

PREMISES NO. 5

ADDRESS:

2965 PROSPERITY AVE
FAIRFAX, VA 22031
FAIRFAX COUNTY

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IB5054

PREMISES 5 CONTINUED

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT

* * * * *

PREMISES NO. 6

ADDRESS:

3020 HAMAKER CT STE 502
FAIRFAX, VA 22031
FAIRFAX COUNTY

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT

* * * * *

PREMISES NO. 7

ADDRESS:

1010 WISCONSIN AVE NW STE 720
WASHINGTON, DC 20007
DISTRICT OF COLU COUNTY

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IB5054

PREMISES 7 CONTINUED

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT

PROTECTIVE SYSTEMS - FIRE APPLIES TO THIS PREMISES FOR:
AUTOMATIC FIRE EXTINGUISHING SYSTEM

* * * * *

PREMISES NO. 8

ADDRESS:

44927 GEORGE WASHINGTON BLVD
ASHBURN, VA 20147
LOUDOUN COUNTY

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT

* * * * *

PREMISES NO. 9

ADDRESS:

3020 HAMAKER CT STE 300
FAIRFAX, VA 22031
FAIRFAX COUNTY

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IB5054

PREMISES 9 CONTINUED

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT

* * * * *

PREMISES NO. 10

ADDRESS:

333 H ST NE
WASHINGTON, DC 20002
DISTRICT OF COLU COUNTY

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY CHOICE - SPECIALIZED PROPERTY INSURANCE COVERAGES FOR OWNERS AND MANAGERS OF REAL ESTATE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 **PROPERTY CHOICE CONDITIONS AND DEFINITIONS** for definitions.

SUMMARY of COVERAGE LIMITS and INDEX

This is a summary of the limits of insurance and coverages provided by this endorsement.
No coverage is provided by this summary.

Item No.	PROPERTY CHOICE COVERAGE FORM SECTION A. - ADDITIONAL COVERAGES	LIMIT OF INSURANCE (Apply in any one occurrence unless otherwise noted)
1.	ACCOUNTS RECEIVABLE:	\$250,000 at all "Scheduled Premises"; while in the due course of Transit; or while at Unnamed Premises.
2.	BRANDS AND LABELS:	Included in the Limit of Insurance applicable to Business Personal Property - Stock.
3.	BUILDING GLASS REPAIRS:	Included in the Building Limit of Insurance.
4.	BUSINESS TRAVEL INCLUDING SALES REPRESENTATIVE SAMPLES:	\$50,000.
5.	CLAIM EXPENSES:	\$50,000.
6.	CONTRACT PENALTIES:	\$50,000.
7.	DEBRIS REMOVAL - (ADDITIONAL AMOUNT):	\$250,000.
8.	EMPLOYEE PERSONAL EFFECTS:	\$50,000.
9.	ERRORS IN DESCRIPTION:	See provision.
10.	EXHIBITIONS:	\$50,000. At any one Exhibition.
11.	EXTRA EXPENSE AND EXPEDITING EXPENSES (OTHER THAN EQUIPMENT BREAKDOWN EXPEDITING EXPENSES):	\$50,000.
12.	FINE ARTS:	\$50,000.
13.	FIRE DEPARTMENT SERVICE CHARGE:	\$50,000.
14.	FIRE DEVICE RECHARGE:	\$50,000.
15.	FUNGUS, WET ROT, DRY ROT, BACTERIA AND VIRUS - LIMITED COVERAGE:	\$50,000. At Each Premises in any one "Policy Year".
16.	INFLATION GUARD:	Consumer Price Index up to 8%.
17.	INSTALLMENT OR DEFERRED SALES:	Up to \$50,000.
18.	LOSS OF MASTER KEY	\$25,000.
19.	NEW CONSTRUCTION AT SCHEDULED PREMISES:	\$1,000,000.
20.	NEWLY ACQUIRED PROPERTY: BUILDINGS:	\$2,000,000.
	NEWLY ACQUIRED PROPERTY: BUSINESS PERSONAL PROPERTY:	\$1,000,000.
21.	NON OWNED DETACHED TRAILERS:	\$50,000.
22.	ORDINANCE OR LAW COVERAGE A (VALUE OF THE UNDAMAGED BUILDING):	Included in the Limit of Insurance applicable to Building.

	ORDINANCE OR LAW COVERAGES B & C (DEMOLITION & INCREASED COST OF CONSTRUCTION):	\$1,000,000.
23.	OUTDOOR TREES, SHRUBS, SOD, PLANTS AND LAWNS:	\$50,000.
24.	PAIRS AND SETS:	Included in the Limit of Insurance applicable to Business Personal Property - Stock.
25.	POLLUTANTS AND CONTAMINANTS CLEANUP:	\$50,000. at each "Scheduled Premises" in any one "Policy Year".
26.	PRESERVATION OF PROPERTY:	180 days.
27.	REWARD COVERAGE:	\$50,000.
28.	SEWER AND DRAIN BACKUP:	Included in the Limit of Insurance.
29.	TRANSIT:	\$50,000.
30.	TRANSITION TO REPLACEMENT PREMISES:	Included within the Limit of Insurance applicable to the Covered Property that is moved.
31.	UNNAMED PREMISES: AT ALL UNNAMED PREMISES: BUILDINGS:	\$100,000.
	UNNAMED PREMISES: AT ALL UNNAMED PREMISES: BUSINESS PERSONAL PROPERTY:	\$50,000.
	UNNAMED PREMISES: AT ALL UNNAMED PREMISES: BUSINESS PERSONAL PROPERTY -INSTALLATION:	\$25,000. At any one Installation.
32.	UTILITY SERVICE INTERRUPTION:	\$25,000.
33.	WATER DAMAGE BUILDING TEAR OUT AND REPAIR:	Included.
34.	WATER SEEPAGE:	\$50,000.
35.	WIND BLOWN DEBRIS:	\$2,500.
36.	PAVEMENTS, PARKING LOTS AND ROADWAYS:	\$50,000.
	SECTION B. - COMBINED ADDITIONAL PROTECTION:	Up to \$250,000.
1.	SECTION C. - TENANT LEASE COVERAGES: BUILDING GLASS:	Included in Business Personal Property Limit.
2.	LEASE ASSESSMENT:	\$2,500.
3.	LEASEHOLD IMPROVEMENTS:	\$25,000.
4.	MISCELLANEOUS INTERIOR BUILDING PROPERTY:	\$25,000.
5.	THEFT DAMAGE:	Included in Business Personal Property Limit.
6.	LEGAL LIABILITY - BUILDING COVERAGE FORM (PC 00 30) ATTACHES TO AND FORMS PART OF THIS POLICY LEGAL LIABILITY - BUILDING LIMIT OF INSURANCE:	\$25,000. In any one accident.

	SECTION D. - BUSINESS INTERRUPTION CHANGES The following changes apply to the Property Choice Special Business Income Coverage Form if a limit of Insurance is shown in the Property Choice Schedule of Premises and Coverage for Property Choice Special Business Income Coverage. ACCESS TO PREMISES: BUSINESS INCOME - ANCHOR STORES: CONTRACT, LEASE OR LICENSE CANCELLATION: LESSOR'S TENANT MOVE-BACK EXPENSE: REALTY TAX COVERAGE:	\$50,000. \$100,000. \$50,000. \$50,000. \$50,000.
	SECTION E - PROPERTY CHOICE COMMON CRIME COVERAGE FORM IS ADDED: EMPLOYEE THEFT: FORGERY OR ALTERATION: MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY: INSIDE THE PREMISES - THEFT OF MONEY AND SECURITIES: OUTSIDE THE PREMISES - THEFT OF MONEY AND SECURITIES:	\$50,000. \$50,000. \$50,000. \$50,000. \$50,000.
	SECTION F. - CHANGES TO PROPERTY CHOICE CONDITIONS AND DEFINITIONS LOSS PAYABLE DEFINITION:	Included.

SECTION A. - ADDITIONAL COVERAGES

The following Additional Coverages are added to the Property Choice Coverage Form unless otherwise indicated in the Property Choice Schedule of Premises and Coverages or by endorsement to this policy.

For Insurance that may apply to a Specific Scheduled Premises see: Property Choice Schedule of Premises and Coverage - Scheduled Premises section.

1. ACCOUNTS RECEIVABLE

Coverage: We will pay for direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to your records of Accounts Receivable. Accounts Receivable, means all amounts due from your customers that you are unable to collect; due to a covered direct physical loss or covered direct physical damage to inscribed, printed, written or electronic records of accounts receivable. We will also pay for:

- a. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- b. Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and

- c. Other reasonable expenses that you incur to re-establish your records of accounts receivable.

Limit of Insurance: The most we will pay for direct physical loss or direct physical damage to records of Accounts Receivable in any one occurrence is \$250,000 at all "Scheduled Premises"; while in the due course of Transit; or while at Unnamed Premises. This is an additional amount of Insurance.

2. BRANDS AND LABELS

Coverage: In the event of covered direct physical loss or covered direct physical damage to "Stock", and "Stock" is Covered Property that is branded or labeled, we will take all or part of the damaged "stock" at an agreed or appraised value. This will include:

- a. Expenses incurred to:
 - (1) Stamp salvage on the "Stock" or its containers, if the stamp will not physically damage the merchandise; or
 - (2) Remove the brands or labels, if doing so will not physically damage the "Stock".

You must relabel the "Stock" and its containers to comply with the law.

- b. Any reduction in the salvage value of the damaged "Stock" as the result of the removal of the brand or label.

Limit of Insurance: The most we will pay under this Additional Coverage - Brands and Labels in any one occurrence is the limit of insurance applicable to Business Personal Property - "stock" where the direct physical loss or direct physical damage occurred.

3. "BUILDING GLASS" REPAIRS

Coverage: In the event of covered direct physical loss or covered direct physical damage to "Building Glass", we will pay in any one occurrence your expenses to:

- a. Install temporary plates or board up openings if repair or replacement of damaged "Building Glass" is delayed.
- b. Make necessary repairs or replace the frames immediately encasing the damaged "Building Glass".

Limit of Insurance: This Additional Coverage is included within the Limit of Insurance applicable to Building(s) where the direct physical loss or direct physical damage occurred.

4. BUSINESS TRAVEL INCLUDING SALES REPRESENTATIVE SAMPLES

Coverage: If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverage for Business Personal Property, then we will pay for direct physical loss or direct physical damage by a Covered Cause of Loss to Business Personal Property including Sales Representative Samples while in the custody of:

- a. Your sales representatives; or
- b. Any officer, employee or yourself;

while traveling anywhere in the world on authorized company business.

With respect to the coverage provided under this Additional Coverage - Business Travel, the Coverage Territory General Condition found in the Property Choice Conditions and Definitions form does not apply.

Business Travel Coverage does not include property owned by and for exclusive personal use by you or your officers, partners, employees, residents or students.

Property eligible for Business Travel Coverage is not eligible under any other Coverage in this Coverage Form.

Limit of Insurance: The most we will pay for direct physical loss or direct physical damage to Business Travel Including Sales Representative Samples in any one occurrence is \$50,000. This is an additional limit of insurance.

5. CLAIM EXPENSES

Coverage: You may extend the insurance provided by this Coverage Form to apply to the actual, necessary and reasonable expenses you incur in preparing claim data when we require it. Claim expenses as used in this Additional Coverage means the cost of taking inventories, making appraisals and preparing other documents that we request in writing to you.

Limit of Insurance: The most we will pay in any one occurrence for the preparation of claim data under this Additional Coverage is \$50,000. This is an additional amount of insurance.

We will not pay for any expenses incurred, directed or billed by and payable to insurance agents, brokers, adjusters or their affiliates or subsidiaries or any costs as provided in or incurred due to the GENERAL CONDITION - Appraisal.

6. CONTRACT PENALTIES

Coverage: We will pay for written contract penalties you are required to pay due to your failure to provide your product or service which is the direct result of a Covered Cause of Loss during the policy period to "Stock" and "Stock" is Covered Property under this Coverage Part.

Limit of Insurance: The most we will pay for all penalties in any one occurrence resulting from a Covered Cause of Loss is \$50,000. This is an additional amount of insurance.

7. DEBRIS REMOVAL

- a. **Coverage:** We will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage. This additional coverage does not apply to:

- (1) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
- (2) Remove property of others of a type that would not be Covered Property under this Coverage Form;
- (3) Remove deposits of mud or earth from the grounds of the described premises;
- (4) Costs to extract "pollutants" from land or water; or
- (5) Costs to remove restore or replace polluted land or water.

- b. **Limit of Insurance:**

- (1) Payment for Debris Removal is included within the applicable Limit of Insurance

shown in the Property Choice Schedule of Premises and Coverages for the damaged Covered Property. The most we will pay under this Additional Coverage is 25% of the amount that we pay for the direct physical loss of or direct physical damage to Covered Property, plus the deductible in this policy applicable to that loss or damage.

- (2) When the debris removal expense exceeds the above 25% limitation or the sum of loss or damage to Covered Property and the expense for removal of the Covered Property debris exceeds the applicable Limit of Insurance for the damaged Covered Property, we will pay an additional amount for debris removal expense of up to \$250,000 in total at all "Scheduled Premises" in any one occurrence.
- (3) However, if no Covered Property has sustained direct physical loss or direct physical damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each "Scheduled Premises".

8. EMPLOYEE PERSONAL EFFECTS

Coverage: If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverages for Business Personal Property, then we will pay for direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to your Employee Personal Effects at a "Scheduled Premises". Employee Personal Effects means personal effects owned by you or your officers, partners, employees, members, or managers and used exclusively by the individual owner for their own personal use such as personally owned laptops, Personal Digital Assistants and cell phones. This coverage does not apply at a place of residence.

Limit of Insurance: The most we will pay in total in any one occurrence for all direct physical loss or direct physical damage to all employee personal effects is \$50,000. We will not pay more than \$25,000 in total for direct physical loss or direct physical damage to personal effects belonging to any one employee in any one occurrence regardless of the number or types of personal effects lost or damaged.

Coverage for Employee Personal Effects is extended to apply up to 1000 feet outside the "Scheduled Premises" boundary.

This is an additional limit of insurance.

9. ERRORS IN DESCRIPTION

Any unintentional error in the description of the occupancy or location address of Covered

Property will not impair this insurance, provided you report the error to us as soon as the error becomes known to you.

10. EXHIBITIONS

Coverage: If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverages for Business Personal Property, then we will pay for direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to Business Personal Property while on temporary public display, or being used, at fairs, exhibitions, expositions or trade shows or while in transit to and from these temporary sites.

With respect to the coverage provided under this Additional Coverage - Exhibitions, the Coverage Territory General Condition found in the Property Choice Conditions and Definitions form does not apply.

Limit of Insurance: The most we will pay for all direct physical loss or direct physical damage at any one exhibition is \$50,000. This is an additional limit of insurance. Property eligible for Exhibitions Coverage is not eligible under any other Coverage of this Coverage Form.

11. EXTRA EXPENSE AND EXPEDITING EXPENSES (OTHER THAN EQUIPMENT BREAKDOWN EXPEDITING EXPENSES)

Coverage: In the event of a Covered Cause of Loss to Covered Property at a "Scheduled Premises" you may extend the insurance provided by this coverage form to apply to the actual, necessary and reasonable:

- a. Extra expenses you incur to continue as nearly as possible your normal business operations immediately following the covered loss or damage.
- b. Additional expenses you incur to:
 - (1) Make temporary repairs of damaged covered property;
 - (2) Expedite permanent repair or replacement of damaged covered property; or
 - (3) Provide training on replacement machines or equipment that are covered property.

This includes overtime wages, the extra cost of express or other rapid means of transportation, and expenses to bring computer systems back to operational status.

- c. **Limit of Insurance:** The most we will pay in total for all expenses incurred under this Additional Coverage in any one occurrence is \$50,000. This is an additional limit of insurance.

12. FINE ARTS

Coverage: If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverages for Business Personal Property, then

we will pay for direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to Fine Arts. Fine Arts mean paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glass, bric-a-brac, and similar property, of rarity, historical value or artistic merit, owned by you or others in your care, custody or control.

Fine Arts do not include artwork that is computerized or classified as data.

Limit of Insurance: The most we will pay for direct physical loss or direct physical damage in any one occurrence is \$50,000, regardless of the number or types of Fine Arts damaged. We will not pay more than \$50,000 for any one item of Fine Arts in any one occurrence. A pair or set will be deemed to be one item. This is an additional limit of insurance.

13. FIRE DEPARTMENT SERVICE CHARGE

Coverage: In the event that the fire department responds to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for fire department service charges:

- a. Assumed by contract or agreement prior to the covered loss event; or
- b. Required by local ordinance.

No deductible applies to this Additional Coverage.

Limit of Insurance: The most we will pay for Fire Department Service Charge in any one occurrence is \$50,000. Such Limit is the most we will pay regardless of the number of responding fire departments or fire units and regardless of the number or type of services performed. This is an additional amount of insurance.

14. FIRE DEVICE RECHARGE

- a. **Coverage:** In the event that a manual or automatic fire extinguishing device is discharged:

- (1) To fight a fire;
- (2) As the result of Covered Cause of Loss; or
- (3) Due to accidental discharge;

we will pay expenses you incur to recharge such equipment.

- b. We will not pay for:

- (1) Any costs resulting from the enforcement of any ordinance or law that regulates the recharging, repair or replacement of such fire extinguishing device or fire fighting, suppressing or controlling substance;
- (2) Halon;
- (3) The recharge of any device used for demonstration or testing purposes; or

- (4) Recharge due to maintenance of any device or system.

- c. **Limit of Insurance:** The most we will pay for Fire Device Recharge in any one occurrence is \$50,000. This is an additional limit of insurance.

15. "FUNGUS", WET ROT, DRY ROT, BACTERIA AND VIRUS - LIMITED COVERAGE

- a. The coverage described below only applies when the "fungus", wet or dry rot, bacteria or virus is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

- (1) A "specified cause of loss" other than fire or lightning;
- (2) Equipment Breakdown Accident occurs to Equipment Breakdown Property, if Equipment Breakdown applies to the affected premises; or
- (3) Flood, if the Causes of Loss Flood endorsement applies to the affected premises.

- b. We will pay for loss or damage by "fungus", wet rot, dry rot, bacteria and virus. As used in this Limited Coverage, the term loss or damage means:

- (1) Direct physical loss or direct physical damage to Covered Property caused by "fungus", wet rot, dry rot, bacteria or virus, including the cost of removal of the "fungus", wet rot, dry rot, bacteria or virus;
- (2) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet rot, dry rot, bacteria or virus; and
- (3) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet rot, dry rot, bacteria or virus is present.

- c. The coverage described under this Limited Coverage is limited to \$50,000 at each "Scheduled Premises". Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning), Equipment Breakdown Accident that occurs to Equipment Breakdown Property and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss

which results in "fungus", wet rot, dry rot, bacteria or virus, we will not pay more than \$50,000 at each "Scheduled Premises" in any one "Policy Year" applicable to "Fungus", Wet Rot, Dry Rot, Bacteria and Virus - Limited Coverage even if the "fungus", wet rot, dry rot, bacteria or virus continues to be present or active, or recurs, in a later policy period.

- d. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet rot, dry rot, bacteria or virus, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet rot, dry rot, bacteria or virus, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot, bacteria or virus causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

The terms of this Limited Coverage do not increase or reduce the coverage provided under the Additional Coverage - Water Damage Building Tear Out and Repair of this Form.

16. INFLATION GUARD

Coverage: In the event of a Covered Cause of Loss or damage to Covered Property at a "Scheduled Premises", the Limits of Insurance that apply to the damaged Buildings and Business Personal Property at "Scheduled Premises" where the loss or damage occurs will automatically increase by a factor based on the accumulated U.S. Government Consumer Price Index (CPI) for the months from the inception of this policy until the date of loss.

Limit of Insurance: But in no event will we pay more than an additional 8% of the applicable Limit of Insurance.

17. INSTALLMENT OR DEFERRED SALES

Coverage: If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverages for Business Personal Property, coverage is extended to apply to direct physical loss or direct physical damage by a Covered Cause of Loss to your financial interest in Business Personal Property that you have sold under a deferred or installment payment plan during the policy period and after you have made delivery to your customer during the policy period. Direct physical loss or direct physical damage to such Business Personal Property must be by a Covered Cause of Loss during the policy period. Theft or conversion by your customer or failure of

your customer to make payments under the payment plan are not covered causes of loss.

Limit of Insurance: The most we will pay for Installment or Deferred Sales in any one occurrence is the lesser of your remaining financial interest in the Business Personal Property sold under a deferred or installment plan or \$50,000. This is an additional limit of insurance.

18. LOSS OF MASTER KEY

We will pay for the reasonable and necessary costs you incur to replace keys, adjust locks to accept new keys or if required, install new locks, due to direct physical loss or direct physical damage to a master key or grand master key caused by or resulting from a Covered Cause of Loss.

Limit of Insurance: The most we will pay for Loss of Master Key in any one occurrence is \$25,000. This is an additional limit of insurance.

19. NEW CONSTRUCTION AT "SCHEDULED PREMISES"

a. **Coverage:** If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverages for Building we will pay for direct physical loss or direct physical damage, including the cost of labor, caused by or resulting from a Covered Cause of Loss to New Construction at "Scheduled Premises". New Construction at "Scheduled Premises" applies to buildings you begin to construct after the inception of this policy and will end when any of the following first occurs:

- (1) This policy expires;
- (2) 180 days expire after you begin to construct the building; or
- (3) The building is specifically insured on this Coverage Form or elsewhere.

b. We will charge you additional premium from the date you begin to construct the building.

c. **Limit of Insurance:** The most we will pay for New Construction at "Scheduled Premises" in any one occurrence is \$1,000,000. This is an additional limit of insurance.

20. NEWLY ACQUIRED COVERED PROPERTY

a. We will pay for direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to Newly Acquired Property. Newly Acquired Property means buildings or business personal property you acquire, purchase or lease after the inception of this policy, but does not include:

- (1) Any property acquired through any foreclosure process;
- (2) Any premises of others where you are temporarily working, such as installing property or performing maintenance or service work;

- (3) Any property covered by any other part of this Coverage Form; or
 - (4) Any property that is not covered under this policy.
- b. Coverage for Newly Acquired Covered Property will end when any of the following first occurs:
- (1) This policy expires;
 - (2) 180 days expire after you newly acquire the Building;
 - (3) 180 days expire after you newly acquire the Business Personal Property at newly acquired premises;
 - (4) 60 days expire after you newly acquire Business Personal Property at "Scheduled Premises";
 - (5) You report values to us; or
 - (6) The property is specifically insured on this Coverage Form or elsewhere.
- c. We will charge you additional premium from the date you acquire the property.
- d. The most we will pay for Newly Acquired Covered Property in any one occurrence is:
- (1) Buildings: \$2,000,000.
 - (2) Business Personal Property: \$1,000,000.

These are additional limits of insurance.

21. NON-OWNED DETACHED TRAILERS

Coverage: Business Personal Property coverage at "Scheduled Premises", Unnamed Premises and Newly Acquired Premises is extended to apply to detached trailers owned by others, that are in your care, custody or control, while being loaded, unloaded, awaiting transport or used for temporary storage or similar usage, including while the trailer is moved at your premises. This Additional Coverage does not apply to trailers leased by you on a temporary or long-term basis.

Limit of Insurance: The most we will pay for Non-Owned Detached Trailers in any one occurrence is \$50,000. This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

22. ORDINANCE OR LAW

Coverage A. - Value of the Undamaged Buildings, Coverage B. - Demolition Costs and Coverage C. - Increased Cost of Construction Coverages as described below, apply in the event there is a Covered Cause of Loss to covered Buildings at "Scheduled Premises" and to covered "Tenant Improvements and Betterments" at "Scheduled Premises" that results in the enforcement of an ordinance or law that:

- i. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the insured premises;

- ii. Requires the demolition of parts of the same building that are not damaged by a Covered Cause of Loss; and
- iii. Is in force at the time of a Covered Cause of Loss or the ordinance or law is promulgated or is revised after the loss but prior to commencement of reconstruction or repair and provided that such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.

Coverage under this Additional Coverage applies only in response to the minimum requirements of the applicable ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this Additional Coverage.

a. Coverage A - Coverage For Loss To The Undamaged Portion Of The Building

We will pay for the value of the undamaged portion of the building that was required to be demolished by a requirement to comply with a building, zoning or land use ordinance or law. We will do this on the same valuation basis that applies to the entire building. This does not include any increased costs to repair, replace or rebuild the property due to a requirement to comply with any ordinance or law.

b. Coverage B - Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

c. Coverage C - Increased Cost of Construction Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

- (1) This coverage applies only if the repaired, restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy

is not permitted by zoning or land use ordinance or law.

- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

d. Ordinance or Law Exclusions:

- (1) We will not pay for the enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "Pollutants and Contaminants" or due to the presence, growth, proliferation, spread or any activity of "Fungus", wet rot, dry rot, bacteria or virus.
- (2) We will not pay for any costs associated with the enforcement of or compliance with any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "Pollutants and Contaminants" or "Fungus", wet rot, dry rot, bacteria or virus.
- (3) We will not pay any loss in value or any costs incurred due to an ordinance or law that you were required to comply with before the time of the current loss, even in the absence of building damage, if you failed to comply.
- (4) We will not pay for the compliance of any ordinance or law unless the repairs or replacement are made as soon as reasonably possible after the loss or damage not to exceed two years. We may extend this period in writing during the two years.

e. Ordinance or Law Limits of Insurance

- (1) For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- (2) With respect to the Increased Cost of Construction: If the covered building is subject to the Replacement Cost Valuation provision as shown in the Property Choice - Schedule of Premises and Coverages, and you rebuild the building we will not pay for the increased cost of construction:
- (a) Until the building is actually repaired or replaced, at the same or another premises; and
- (b) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend

this period in writing during the two years.

- (3) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
- (4) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
- (5) As respects **Coverage A. - Coverage For Loss To The Undamaged Portion Of The Building**, this is included within the Limit of Insurance applicable to the damaged Building or damaged "Tenant Improvements and Betterments" and applies in any one occurrence.
- (6) As respects **Coverage B. - Demolition Costs and Coverage C. - Increased Cost of Construction**:
- (a) For Building property, the most we will pay in any one occurrence is \$1,000,000. This is an additional amount of insurance.
- (b) For "Tenant Improvements and Betterments" property, the most we will pay in any one occurrence as respects this Additional Coverage where "Tenant Improvements and Betterments" applies is 25% of the insured value of "Tenant Improvements and Betterments" up to \$500,000. This is an additional amount of insurance.

23. OUTDOOR TREES, SHRUBS, SOD, PLANTS AND LAWNS

- a. Outdoor trees, shrubs, sod, plants and lawns, when used for landscaping are covered only for direct physical loss or direct physical damage caused by or resulting from the following causes of loss:
- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or civil commotion;
- (5) Aircraft; or
- (6) Vehicles operated by persons other than you or your employees.
- b. The most we will pay for direct physical loss or direct physical damage in any one occurrence under this Additional Coverage is \$50,000, but not more than:
- (1) \$10,000 for any one tree, shrub or plant;

(2) \$10,000 for lawns or sod in total at any one insured premises.

- c. The Limit of Insurance applicable to these types of property includes their debris removal expense. Such debris removal expenses are not included in the Debris Removal - Additional Coverage.
- d. These limits apply in any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

24. PAIRS OR SETS

Coverage: If parts of pairs or sets of covered Business Personal Property - "Stock" are damaged by a Covered Cause of Loss, we will pay the reduction in value of the undamaged parts of such damaged pairs or sets in any one occurrence.

Limit of Insurance: This Additional Coverage is included within the Limit of Insurance applicable to the damaged Business Personal Property - "Stock".

25. "POLLUTANTS AND CONTAMINANTS" CLEAN UP

- a. **Coverage:** We will pay for your expense to extract "Pollutants and Contaminants" from land or water at a "Scheduled Premises", if the discharge, dispersal, seepage, migration, release or escape of the "Pollutants and Contaminants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.
- b. This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "Pollutants and Contaminants". But we will pay for testing which is performed in the course of extracting the "Pollutants and Contaminants" from land or water.
- c. **Limit of Insurance:** The most we will pay under this Additional Coverage at each "scheduled premises" is \$50,000 for all covered expenses arising out of Covered Causes of Loss occurring during each "Policy Year". This is an additional amount of insurance.

26. PRESERVATION OF PROPERTY

- a. **Coverage:** If it is necessary to move Covered Property to preserve it from imminent loss or damage by Flood or a Covered Cause of Loss, we will pay in any one occurrence for any direct physical loss or direct physical damage to that property while being moved to or while at the temporary storage location.
- b. This Additional Coverage will end 180 days after the property is first moved.

- c. **Limit of Insurance:** This Coverage is included within the Limit of Insurance applicable to the Covered Property that is moved.

27. REWARD COVERAGE

- a. **Coverage:** We will reimburse you for rewards you have paid leading to:
 - (1) The successful return of substantially undamaged stolen articles to a law enforcement agency; or
 - (2) The arrest and conviction of any persons for having damaged or stolen any of your Covered Property.
- b. **Limit of Insurance:** We will pay 25% of the covered loss (prior to the application of any applicable deductible and recovery of any stolen articles) up to \$50,000. for Reward Coverage in any one occurrence for the payments of rewards you make. These reward payments must be documented. No deductible applies to this Additional Coverage. This is an additional amount of insurance.

28. SEWER AND DRAIN BACKUP

Coverage: This insurance is extended to apply to direct physical loss or direct physical damage to Covered Property at "Scheduled Premises", Newly Acquired Premises and Unnamed Premises caused by or resulting from water or other materials that backs up from a sewer or drain.

Limit of Insurance: The most we will pay in any one occurrence is the Limit of Insurance applicable to the Covered Property where the direct physical loss or direct physical damage occurred. This Additional Coverage is included within the Covered Property Limits of Insurance.

THIS IS NOT FLOOD INSURANCE.

This Additional Coverage does not apply to loss or damage caused by or resulting from Flood regardless of the proximity of the back-up or overflow to such conditions.

Flood as used in this Additional Coverage means:

- a. Surface water, waves, tidal water, tidal waves, tsunamis, or overflow of any natural or man made body of water from its boundaries, all whether driven by wind or not; or
- b. Mudslide or mudflow, meaning a river or flow of liquid mud directly or indirectly caused by flooding or the accumulation of water under the ground.
- c. Water under the ground surface pressing on, or flowing or seeping through:
 - (1) Foundations, walls, floors or paved surfaces;
 - (2) Basements, whether paved or not; or
 - (3) Doors, windows or other openings.
- d. Flood includes water or other material that backs up or overflows from any sewer or

septic tank or drain, if such back-up is caused by any of the conditions in **a.** or **c.** above regardless of the proximity of the back-up to such conditions.

- e.** All flooding in a continuous or protracted event will constitute a single flood.

29. TRANSIT

- a. Coverage:** If a limit of insurance is shown in the Property Choice Schedule of Premises and Coverages for Business Personal Property, then we will pay for direct physical loss or direct physical damage by a Covered Cause of Loss to the following Covered Property while in the due course of transit:

- (1) Your Business Personal Property; and
- (2) Business Personal Property owned by others.

- b. Exclusions** **Earth Movement** and **Water** as found in the Property Choice - Covered Causes of Loss And Exclusions Form do not apply to this Additional Coverage - TRANSIT.

- c.** This Coverage will continue to apply to such property in the due course of transit, after the expiration or cancellation of this policy, until arrival at and accepted by an authorized representative at the invoiced destination, but for no longer than 30 days after the date of the shipment origination.

- d.** We will not pay for loss or damage to covered property:

- (1) Where you are responsible for loss or damage to property as a carrier for hire; or
- (2) Where you are in the business of arranging transportation or consolidations for others.

- e.** You must retain accurate records of all shipments of Covered Property for one year.

f. Transit Coverage Extensions

(1) F.O.B. Shipments

We will pay for your interest in covered direct physical loss or covered direct physical damage to outgoing shipments, which you have sold under conditions where the risk of loss or damage is transferred to the buyer when such property leaves your "Scheduled Premises" if you cannot collect payment for the loss or damage from the consignee.

(2) Repack and Reship

We will pay the necessary additional expenses you incur to inspect, repackage and reship property damaged by a Covered Cause of Loss.

(3) General Average and Salvage Charges

In accordance with applicable law and usage, we will pay General Average and Salvage Charges that may be assessed against your covered shipments that are waterborne.

(4) Loading and Unloading

We will also pay for covered direct physical loss or covered direct physical damage to Covered Property during loading and unloading of the transporting conveyance.

(5) Return Shipments

We will also pay for covered direct physical loss or covered direct physical damage to outgoing shipments that have been rejected by the consignee or are not deliverable, while being returned to you.

- g. Limit of Insurance:** The most we will pay for direct physical loss or direct physical damage to Business Personal Property in the due course of transit is \$50,000. This is an additional limit of insurance.

- h.** For the Transit Additional Coverage, the Coverage Territory is within or between the United States of America, (including its territories and possessions), Puerto Rico and Canada; however, waterborne shipments are covered only if on inland waterways or in territorial waters, within 12 miles of land.

30. TRANSITION TO REPLACEMENT PREMISES

If Covered Business Personal Property is moved to new premises from a "Scheduled Premises" being vacated, the Limit of Insurance applicable to that vacated premises will apply proportionately to both premises as the property is moved. This coverage ends when any one of the following first occurs:

- a.** 90 days after the move begins;
- b.** the move is completed; or
- c.** this policy expires.

31. UNNAMED PREMISES

- a. Coverage:** You may extend the insurance that applies to Building (if Building is Covered Property) and to Business Personal Property (if Business Personal Property is Covered Property) to pay for direct physical loss or direct physical damage by a Covered Cause of Loss to Buildings and Business Personal Property while at:

- (1) Premises that you own, lease, or occupy other than at a "Scheduled Premises";
- (2) Premises not described in the Property Choice Schedule of Premises and Coverages, which you do not own, lease or occupy;

- (3) Premises where you are temporarily performing work or installing Business Personal Property.
- (4) Coverage as respects you installing Business Personal Property continues until one of the following first occurs:
 - (a) the installation is accepted by the customer;
 - (b) this policy expires; or
 - (c) the installation is specifically insured on this policy or elsewhere.
- (5) Unnamed Premises does not include any:
 - (a) Premises or property insured under any other Coverage or Additional Coverage of this Coverage Form;
 - (b) Waste disposal or transfer sites;
 - (c) Property while in the due course of transit;
 - (d) Intermediate site while in the due course of transit;
 - (e) Premises of a Web Site or Communication Services provider; or
 - (f) Premises or property that is not covered or excluded from coverage under this Coverage Part.

b. Limits of Insurance:

- (1) The most we will pay as respects Building in any one occurrence in total at all Unnamed Premises is \$100,000. This is an additional limit of insurance.
- (2) The most we will pay as respects Business Personal Property in any one occurrence in total at all Unnamed Premises (Except premises where you are temporarily performing work or installing Business Personal Property) is \$50,000. This is an additional limit of insurance.
- (3) The most we will pay as respects Business Personal Property in any one occurrence in total at all Unnamed Premises where you are temporarily performing work or installing Business Personal Property is \$25,000. This is an additional limit of insurance.

32. UTILITY SERVICE INTERRUPTION

- a. **Coverage:** We will pay for direct physical loss or direct physical damage to Covered Property at "Scheduled Premises", caused by or resulting from the interruption of the following utility services:
 - (1) Water Supply Services, meaning the following types of property supplying water to the "Scheduled Premises":
 - (a) Pumping stations; and
 - (b) Water mains.

- (2) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - (a) Communication transmission lines, including optic fiber transmission lines;
 - (b) Coaxial cables; and
 - (c) Microwave radio relays except satellites.
- (3) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - (a) Utility generating plants;
 - (b) Switching stations;
 - (c) Substations;
 - (d) Transformers; and
 - (e) Transmission lines.

- b. As used in this Additional Coverage, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.
- c. The interruption must be caused by or result from direct physical loss or direct physical damage by a Covered Cause of Loss to utility services property. We will not pay for any resulting loss or damage due to temperature change or spoilage to business personal property.
- d. **Limit of Insurance:** The most we will pay for all Utility Service Interruption in total in any one occurrence is \$25,000. This is an additional limit of insurance.

33. WATER DAMAGE BUILDING TEAR OUT AND REPAIR

- a. **Coverage:** When we pay for direct physical loss or direct physical damage caused by the escape of water or other liquid, powder, or molten material, we will also pay the cost to tear out and replace the parts of the building or structure (whether or not such property is damaged) to repair the broken or cracked system or appliance from which such substances escaped.
- b. We will not pay the cost to repair any defect to the system or appliance from which such substances escaped. But we will pay the cost to repair or replace damaged parts of Automatic Fire Extinguishing Systems if the damage:
 - (1) Results in discharge of any substance from an automatic fire protection system; or
 - (2) Is directly caused by freezing.

c. Limit of Insurance: This Coverage is included within the applicable Covered Property Limit of Insurance.

d. Automatic Fire Extinguishing System means:

(1) Any automatic fire protective or extinguishing system, including connected:

- (a)** Sprinklers and discharge nozzles;
- (b)** Ducts, pipes, valves and fittings;
- (c)** Tanks, their component parts and supports; and
- (d)** Pumps and private fire protective mains.

(2) Non-automatic fire protective systems, hydrants, standpipes and outlets, all when supplied from an automatic fire protective system.

34. WATER SEEPAGE

a. Coverage: This insurance is extended to apply to direct physical loss or direct physical damage to Covered Property at "Scheduled Premises", Newly Acquired Premises and Unnamed Premises caused by or resulting from water under the ground surface pressing on, or flowing or backing up or seeping through:

- (1)** Foundations, walls, floors or paved surfaces;
- (2)** Basements, whether paved or not;
- (3)** Doors, windows or other openings; or
- (4)** Septic or sump systems.

b. This Additional Coverage does not apply to loss or damage resulting from sewer or drain back up.

c. THIS IS NOT FLOOD INSURANCE.

This Additional Coverage does not apply to loss or damage caused by or resulting from Flood regardless of the proximity of the ground surface pressing on, or flowing or seeping through to such conditions.

d. Flood as used in this Additional Coverage means:

- (1)** Surface water, waves, tidal water, tidal waves, tsunamis, or overflow of any natural or man made body of water from its boundaries, all whether driven by wind or not;
- (2)** Mudslide or mudflow, meaning a river or flow of liquid mud directly or indirectly caused by flooding or the accumulation of water under the ground; or
- (3)** Water under the ground surface pressing on, or flowing or seeping through:
 - (a)** Foundations, walls, floors or paved surfaces;
 - (b)** Basements, whether paved or not; or

(c) Doors, windows or other openings.

If such water under the ground surface pressing on, or flowing or seeping through is caused by any of the conditions in **d. (1)** or **d. (2)** above regardless of the proximity of the foundations, walls, floors or paved surfaces; basements, whether paved or not; or doors, windows or other openings to such conditions.

(d) Flood includes water or other material that backs up or overflows from any sewer or septic tank or drain, if such back-up is caused by any of the conditions in **d. (1)** or **d. (2)** above regardless of the proximity of the back-up to such conditions.

(e) All flooding in a continuous or protracted event will constitute a single flood.

e. Limit of Insurance: The most we will pay for Water Seepage in any one occurrence is \$50,000. This is an additional amount of insurance.

35. WINDBLOWN DEBRIS

Coverage: We will pay your expense to remove debris (including trees) windblown onto "Scheduled Premises" from the premises of others that occurs during the policy period.

Limit of Insurance: The most we will pay in any one occurrence in total for the removal of all windblown debris under this Additional Coverage is \$2,500. This is an additional amount of insurance.

36. PAVEMENTS, PARKING LOTS AND ROADWAYS

Coverage: We will pay for direct physical loss or direct physical damage to pavements, parking lots and roadways that you own or are responsible for insuring and that provide access to or parking for a "Scheduled Premises". Loss or damage must be caused by or result from: fire, lightning, explosion, riot or civil commotion, aircraft, falling objects, "sinkhole collapse" or "volcanic action".

Limit of Insurance: The most we will pay for loss in any one occurrence under this Additional Coverage is \$50,000.

SECTION B. - COMBINED ADDITIONAL PROTECTION

1. If covered direct physical loss or if covered direct physical damage exceeds the Limits of Insurance for one or more of the following Coverages or Additional Coverages at a "Scheduled Premises":

- a.** Accounts Receivable;
- b.** Building;
- c.** Business Personal Property;

- d. Debris Removal - Covered Property;
- e. Employee Personal Effects;
- f. Fine Arts;
- g. Leasehold Improvements (Tenant Lease Coverage);
- h. Legal Liability - Building (Legal Liability - Building Coverage Form (PC 00 30) which attaches to and forms part of this policy.);
- i. Outdoor Trees, Shrubs, Sod, Plants and Lawns;
- j. Pairs or Sets;

2. Limit of Insurance:

We will pay up to the lesser of:

- a. 25% of the total Scheduled Premises Building and Business Personal Property Limits of Insurance; or
- b. \$250,000. in total in any one occurrence regardless of the number of items lost or damaged or Coverages or Additional Coverages involved in any one occurrence for the sum of all such uninsured loss or damage in excess of the applicable deductible. You may apportion this limit among the applicable coverages as you choose.
- c. As respects item i. Outdoor Trees, Shrubs, Sod, Plants and Lawns the most we will pay for any one item is still limited to:
 - (1) \$10,000 for any one tree, shrub or plant;
 - (2) \$10,000 for lawns or sod in total at any one insured premises.
- d. As respects items 1. b. Buildings and 1. c. Business Personal Property listed above, this Combined Additional Protection does not apply to Buildings and Business Personal Property at "Scheduled Premises" that were not insured under this Coverage Part for limits equal to their full Replacement Cost or Actual Cash Value as applicable at the inception date of this Coverage Part.

SECTION C. - TENANT LEASE COVERAGES

These Coverages apply to your interest as a tenant or to your responsibility as a tenant under a written lease agreement as a tenant at "Scheduled Premises":

1. "Building Glass"

Your Business Personal Property is extended to apply to damage to "Building Glass" caused by any cause of loss. This Coverage is included in the applicable Business Personal Property Limit of Insurance where the covered loss or covered damage occurs.

2. Lease Assessment

- a. Your Business Personal Property is extended to apply to your share of any assessment

charged to all tenants by the building owner as a result of direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to building property which is not paid in the building owners policy, as agreed to in your written lease agreement.

- b. This Coverage is subject to a separate deductible of \$500 in any one occurrence. No other deductible applies.
- c. We will not pay more than \$2,500 in any one occurrence for Lease Assessment. This is an additional amount of insurance.

3. Leasehold Improvements

- a. If your lease is canceled in accordance with a valid lease provision as the direct result of a Covered Cause of Loss to property at the location in which you are a tenant and you cannot legally remove "Tenant Improvements and Betterments" we will extend Business Personal Property coverage to apply to the unamortized value of the "Tenant Improvements and Betterments" that remains and you were forced to abandon.
- b. The most we will pay in any one occurrence for loss under this Additional Coverage is \$25,000 for Leasehold Improvements. This is an additional amount of insurance.

4. Miscellaneous Interior Building Property

Business Personal Property is extended to apply to miscellaneous interior Building property items that pertain only to the area you occupy as a tenant and you are required to insure as a tenant. The most we will pay in any one occurrence for direct physical loss or direct physical damage under this Additional Coverage is \$25,000. This Coverage is included in the applicable Business Personal Property Limit of Insurance where the covered loss or covered damage occurs and applies in any one occurrence.

5. Theft Damage

Your Business Personal Property is extended to apply to damage to the building where you are a tenant and you are liable for such damages, caused by or resulting from actual or attempted "theft".

This Coverage is included in the applicable Business Personal Property Limit of Insurance where the covered loss or damage occurs and applies in any one occurrence.

6. Legal Liability - Building

Legal Liability - Building Coverage Form (PC 00 30) attaches to and forms part of this policy. The most we will pay in any one accident is \$25,000.

SECTION D. - BUSINESS INTERRUPTION CHANGES

The following changes apply to the **Property Choice Special Business Income Coverage Form** if a limit

of Insurance is shown in the Property Choice Schedule of Premises and Coverage for Property Choice Special Business Income Coverage.

1. Access to Premises

- a. The Additional Coverage - Ingress or Egress found in the Property Choice Special Business Income - Additional Coverage is replaced with the following: This insurance is extended to apply to the actual loss of Business Income you sustain when ingress or egress to your "Scheduled Premises" is specifically prohibited or limited as the direct result of a Covered Cause of Loss to property at premises that is contiguous to your "Scheduled Premises".
- b. Coverage for Business Income will begin after a Waiting Period of 24 hours and will end at the earlier of:
 - (1) When ingress or egress is permitted to or from your "Scheduled Premises"; or
 - (2) 60 consecutive days.
- c. This Additional Coverage does not apply if:
 - (1) The direct physical loss or direct physical damage is caused by or results from flood or earthquake even if flood or earthquake are Covered Causes of Loss; or
 - (2) The ingress to or egress from your "Scheduled Premises" is prohibited by civil authority.
- d. The most we will pay for loss in any one occurrence under this Additional Coverage is \$50,000. This Additional Coverage is included within the Special Business Income Limit of Insurance.

2. Business Income - Anchor Stores

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and necessary and reasonable Extra Expense you incur at a "Scheduled Premises" due to direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to Anchor Stores.
Anchor Stores as used in this Additional Coverage means a retail establishment occupying an area in your shopping center greater than 25,000 square feet, that you depend on to attract customers to other retail stores in the same retail complex as occupied by your tenants. An anchor store is not a Dependent Property.
- b. (1) Coverage for Business Income will begin 72 hours after the time of direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss at the premises of the Anchor Stores.
(2) The coverage for Extra Expense will begin immediately after the time of direct physical loss or direct physical damage caused by or

resulting from a Covered Cause of Loss at the premises of the Anchor Stores.

(3) This Additional Coverage will end when:

- (a) The Anchor Stores should be rebuilt or replaced with reasonable speed and similar quality; or
- (b) The applicable limit of insurance is exhausted.
- c. The most we will pay for the sum of all actual loss of Business Income and necessary and reasonable Extra Expense you incur in any one occurrence regardless of the types or number of properties involved in any one occurrence under this Additional Coverage is \$100,000.

3. Contract, Lease or License Cancellation

Contract, Lease or License Cancellation Exclusion found in the Special Business Income Coverage Form is deleted and replaced with the following:

We will not pay for any increase of loss caused by or resulting from suspension, lapse or cancellation of any contract, lease or license. But if such suspension, lapse or cancellation is directly caused by a covered interruption of business operations, we will pay for such loss only during and as described in Period of Restoration Definition, **B.2.a**. However, we will not pay for loss beyond the normal expiration date of a cancelled lease or contract.

In addition we will not pay for any business income loss caused by or resulting from any of the following:

- a. Contract, lease or license cancelled after the Period of Restoration;
- b. Contract, lease or license cancelled, suspended or permitted to lapse by you;
- c. Return of pre-paid rent, deposits or any voluntary payments to your tenants; or
- d. Converting a lease from a gross basis to a net basis.

The most we will pay in any one occurrence for all contracts, leases or licenses cancelled and as provided for in this provision is \$50,000. This is an additional amount of insurance.

4. Lessor's Tenant Move-Back Expense

The limit of insurance applicable to Lessor's Tenant Move-Back Expense found in the Property Choice Special Business Income - Additional Coverage is increased from \$10,000 to \$50,000. This Additional Coverage is excess over any valid and collectible insurance that the tenant may have.

5. Realty Tax Coverage

The following Additional Coverage is added:

- a. In the event of a covered Business Income loss we will also pay for the additional amount of a

realty tax assessment you incur after the period of restoration due to repair, rebuilding or reconstruction of damaged covered Building property at a "Scheduled Premises" caused by or resulting from a Covered Cause of Loss that exceeds the realty tax assessment you would have incurred if there had been no direct physical loss or direct physical damage to the covered building property.

- b. However, we will not pay for any of the following:

- (1) Realty tax assessments made more than:
 - (a) One year after the end of the period of restoration;
 - (b) Two years after the date of the damage to the covered building property from a Covered Cause of Loss;

Whichever is sooner.
- (2) Realty tax assessments made due to physical loss or physical damage that does not cause a suspension of payments of base (monthly) rent by one or more of your tenants.
- (3) Realty tax assessment paid on your behalf by others.
- (4) That part of a realty tax assessment increase due to increases in the mill rate, the assessment level or similar ratios by which the relation of property value to realty tax is expressed, since the latest assessment prior to the loss or damage.

The mill rate is the amount of realty tax paid per dollar of assessed property value. The assessment level is the ratio of assessed value to fair market value.

- (5) A realty tax assessment increase that is due to your decision to rebuild the building:
 - (a) With a different building configuration;
 - (b) With a larger building area;
 - (c) With better building material or quality;
 - (d) With a different purpose; or
 - (e) At a different premises.

- c. The most we will pay in any one occurrence for all related increases in realty tax assessments under this Additional Coverage is \$50,000. This coverage is an additional limit of insurance.

SECTION E. - BUSINESS CRIME IS ADDED

The Property Choice Common Crime Coverages Form is made a part of this policy, and is subject to the following stated Limits of Insurance:

Coverage	Limit of Insurance
Employee Theft	\$50,000.
Forgery or Alteration	\$50,000.
Money Orders and Counterfeit Currency	\$50,000.
Inside the Premises - Theft of Money and Securities	\$50,000.
Outside the Premises - Theft of Money and Securities	\$50,000.

As respects coverage for employee theft, the employee benefits plans provision applies to any welfare or pension benefit plan that is subject to the employee retirement income security act of 1974 (ERISA).

These Limits are in addition to any other Limit of Insurance that may be shown in the Property Choice Schedule of Premises and Coverages applicable to these Business Crime Coverages.

SECTION F. - CHANGES TO PROPERTY CHOICE CONDITIONS AND DEFINITIONS

The following is added to PROPERTY CHOICE CONDITIONS AND DEFINITIONS, Section A. GENERAL CONDITIONS:

Loss Payable

Loss or damage, payable under this policy, shall be adjusted with and made payable only to the first Named Insured on the policy. Settlement with the first Named Insured shall constitute a full release of all liabilities due under this policy with respect to any and all Named or Additional Insured(s) with regard to such loss or damage. Furthermore, the first Named Insured listed on the policy shall indemnify and hold the Company harmless from any and all claims brought by any other interests, named or otherwise.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GREEN CHOICE - ADDITIONAL COVERAGES

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE FORM
PROPERTY CHOICE SPECIAL BUSINESS INCOME COVERAGE FORM
PROPERTY CHOICE BUSINESS INCOME COVERAGE FORM
PROPERTY CHOICE PROFESSIONAL BUSINESS INCOME COVERAGE FORM

Schedule information if not stated here, will be stated in the Property Choice - Schedule of Premises and Coverages.

Schedule

Green Choice Limit of Insurance

A. The following Additional Coverage is added to the PROPERTY CHOICE COVERAGE FORM:

Costs to Upgrade to "Green" Alternatives

1. If direct physical loss or direct physical damage by a Covered Cause of Loss occurs to Covered Property we will also pay for the reasonable additional costs that you incur to:

a. Repair or replace the lost or damaged Covered Property using products or materials that are "Green" alternatives to the lost or damaged Covered Property, in accordance with:

(1) The minimum standards of a "Green Authority" if the "Scheduled Premises" where the loss or damage occurred was not "Green" certified by a "Green Authority" prior to the loss or damage; or

(2) The standards of a "Green Authority" consistent with the pre-loss "Green" certification level, if the "Scheduled Premises" where the loss or damage occurred was "Green" certified prior to the loss or damage, provided that the "Green"

alternatives are otherwise of comparable quality and function to the lost or damaged Covered Property.

b. Employ "Green" methods or processes of construction, disposal or recycling including ventilation or flush out of air systems, in the course of the repair and replacement of the lost or damaged Covered Property, in accordance with:

(1) The minimum standards of a "Green Authority" if the "Scheduled Premises" where the loss or damage occurred was not "Green" certified by a "Green Authority" prior to the loss or damage; or

(2) The standards of a "Green Authority" consistent with the pre-loss "Green" certification level, if the "Scheduled Premises" where the loss or damage occurred was "Green" certified prior to the loss or damage.

c. Hire a design professional(s) accredited by a "Green Authority" to participate in

the reconstruction, replacement or repair of the Covered Property;

- d. Hire an engineer(s) accredited by a "Green Authority" to supervise the repair or replacement of the Covered Property to verify that replacement systems and mechanicals have been installed and configured to perform to building design or manufacturer's specifications;
 - e. Apply to a "Green Authority" for certification of your "Scheduled Premises" in connection with the repair or replacement of the lost or damaged Covered Property.
2. Costs to Upgrade to "Green" Alternatives applies only if replacement cost valuation applies to the lost or damaged Covered Property and then only if the lost or damaged property is actually repaired or replaced as soon as reasonably possible after the loss or damage (not to exceed two years from the date of loss or damage).
 3. This Additional Coverage does not apply to any expenses incurred to exceed your pre-loss level of certification, if you had attained certification by a "Green Authority" for the Covered Property prior to the Covered Cause of Loss.
 4. This Additional Coverage does not require you to pursue, nor guarantee success of, certification by a "Green Authority".
 5.
 - a. The most we will pay in any one occurrence for Costs to Upgrade to "Green" Alternatives under this endorsement is \$100,000 for all "Scheduled Premises" unless a different limit of insurance is shown in the above Schedule.
 - b. If a different limit of insurance is shown in the above Schedule then that different limit of insurance is the most we will pay in any one occurrence for all "Scheduled Premises" for Costs to Upgrade to "Green" Alternatives.
 - c. The limit for Costs to Upgrade to "Green" Alternatives applies in any one occurrence, regardless of the number of "Scheduled Premises" or buildings damaged in that occurrence.
 - d. If a Green Choice - Limit of Insurance is shown as applying to a "Scheduled Premises" in the Property Choice Schedule of Premises and Coverages, then that limit of insurance is the most

we will pay in any one occurrence at that "Scheduled Premises" for Costs to Upgrade to "Green" Alternatives.

- e. This is an additional amount of insurance.
- B.** This section **B.** applies only when any of the following are attached to this policy:

PROPERTY CHOICE SPECIAL BUSINESS
INCOME COVERAGE FORM

PROPERTY CHOICE BUSINESS INCOME
COVERAGE FORM

PROPERTY CHOICE PROFESSIONAL
BUSINESS INCOME COVERAGE FORM

The following Additional Coverage is added:

Green Alternatives – Increased Period of Restoration

1. If direct physical loss or direct physical damage by a Covered Cause of Loss occurs to covered building property at a "Scheduled Premises", Business Income coverage is revised to include the actual loss of income you sustain during the reasonable and necessary increase in the period of restoration that is actually incurred to:
 - a. Repair or replace the lost or damaged Covered Property as stated in A.1.a.
 - b. Employ "Green" methods or processes of construction, disposal or recycling in the course of the repair and replacement of the lost or damaged Covered Property as stated in A.1.b.
2. The Increased Period of Restoration provided by this endorsement is subject to a maximum period of up to 30 consecutive days from the date the period of restoration would have otherwise ended had "Green" alternatives not been used.
3. This Additional Coverage Green Alternatives – Increased Period of Restoration is included in, and does not increase the applicable Limit of Insurance in the above referenced Coverage Forms.
4. The term Period of Restoration as found in the above referenced Coverage Forms and as used in this endorsement does not include any increased Period of Restoration due to:
 - a. Review and/or approval by a "Green Authority" regarding your application for certification of your "scheduled Premises", should you elect to pursue certification; or

- b. Conducting test and balance analysis of the heating, ventilation or air conditioning systems to confirm that they have been installed properly and meet manufacturer's and design professional's standards.

C. ADDITIONAL EXCLUSIONS

- 1. Coverage provided by this endorsement does not apply to any "Scheduled Premises" where:
 - a. Replacement Cost valuation does not apply;
 - b. Ordinance or Law Additional Coverage does not apply; or
 - c. Building(s) are vacant.
- 2. This endorsement does not apply to "stock".
- 3. Coverage provided by this endorsement does not include any increase in costs, loss or damage attributable to any "Green" standards for which you were under order or mandate from an existing authority, but you did not comply with, before the loss or damage.

D. ADDITIONAL DEFINITIONS

As used in this endorsement:

- 1. "Green" means products, materials, methods and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize their impact on the environment.
- 2. "Green Authority" means the United States Green Building Council (LEED® Green Building Rating System); the Green Building Initiative™ (Green Globes™ Assessment And Rating System); or the Environmental Protection Agency and the Department of Energy (EnergyStar® requirements).



PROPERTY CHOICE CONDITIONS AND DEFINITIONS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to section **C. DEFINITIONS**.

The following conditions apply to all coverages that are a part of the Property Choice Coverage Part or Property Choice Policy and are in addition to the Common Policy Conditions unless stated otherwise in coverage forms and endorsements.

A. GENERAL CONDITIONS

1. Abandonment

There can be no abandonment of any property to us.

2. Application of Waiting Period

In the event that more than one Waiting Period is applicable, we will apply only the longest waiting period.

3. Appraisal

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim on the grounds that it is not covered under this policy.

4. Claim Settlement

- a. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
 - b. We will pay for covered loss or damage within 30 days after we receive your sworn proof of loss, if you have complied with all of the terms of this Coverage Part; and:
- (1) We have reached agreement with you on the amount of loss; or

- (2) An appraisal award has been made.

5. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud by you as it relates to this coverage at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Part;
- b. The property covered under this insurance;
- c. Your interest in the property covered under this insurance; or
- d. A claim under this Coverage Part.

6. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more premises will not affect coverage at any premises where, at the time of loss or damage, the breach of condition does not exist.

7. Coverage Territory

The coverage territory is the United States of America (including its territories and possessions); Puerto Rico; and Canada.

8. Equipment Breakdown - Suspension

When any Equipment Breakdown Property is found to be in, or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an Equipment Breakdown Accident to that equipment. We can do this by mailing or delivering a written notice of suspension to your address as stated in the Property Choice Schedule of Premises and Coverages, or at

the address where the equipment is located. Once suspended in this way, your insurance can be reinstated only by written notice from us. If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

9. Equipment Breakdown - Jurisdictional Inspections

If any Equipment Breakdown Property requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf.

10. If Two or More Coverages Apply

If two or more coverages in this policy apply to the same loss or damage, we will not pay more than the actual amount of loss or damage.

11. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

- a. There has been full compliance with all of the terms of this Coverage Part; and
- b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

For coverage under the Business Crime Coverage Forms, the words **the direct physical loss or damage occurred** are replaced by the words **you discover the loss**.

12. Liberalization

If we adopt any revision that would broaden this Coverage Part, without additional premium, within 45 days prior to inception of this policy or during this policy period, the broadened coverage will immediately apply to you.

13. Loss Payee

- a. For Covered Property in which both you and the Loss Payee as stated in the Property Choice - Schedule of Premises and Coverages or by endorsement have an insurable interest, we will:

- (1) Adjust losses with you; and
- (2) Pay any claim for loss or damage jointly to you and the loss payee, as interests may appear.

- b. If we cancel this policy, we will give written notice to the loss payee at least:

- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- (3) If we elect not to renew this policy, we will give written notice to the loss payee at least 10 days before the expiration date of this Coverage Part.

14. Mortgageholders and Lender Loss Payees

- a. We will pay each of the following for their interest in covered loss or damage, as stated in the Property Choice - Schedule of Premises and Coverages or by endorsement in the order of their precedence, as their interest may appear:

- (1) **Mortgageholder** for their interest in buildings or structures. The term mortgageholder includes trustees.

- (2) **Lender** for their interest as a creditor, established by such written instruments as warehouse receipts, a contract for deed, bills of lading, financing statements; or mortgages, deeds of trust, or security agreements.

- b. The applicable mortgageholder or lender has the right to receive loss payment even if they have started foreclosure or similar action on the property.

- c. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the applicable mortgageholder or lender will still have the right to receive loss payment if such mortgageholder or lender:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder or lender.

All of the terms of this Coverage Part will then apply directly to the mortgageholder or lender.

- d. If we pay the mortgageholder or lender for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

- (2) The mortgageholder's or lender's right to recover the full amount of their applicable claims will not be impaired.

At our option, we may pay to the mortgageholder or lender the whole principal on the mortgage or debt plus any accrued interest. In this event:

- i. For mortgageholder relationships, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us;
 - ii. For lender relationships, you will pay your debt to us.
- e. If we cancel this policy, we will give written notice to the mortgageholder or lender at least:
- (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- f. If we elect not to renew this policy, we will give written notice to the mortgageholder or lender at least 10 days before the expiration date of this Coverage Part.

15. Contract Of Sale and Building Owner Loss Payable Clauses

We will pay each of the following for their interest in covered loss or damage, as stated in the Property Choice - Schedule of Premises and Coverages or by endorsement in the order of their precedence, as their interest may appear:

- a. **Contract Of Sale Loss Payable Clause**
If the Loss Payee shown in the Property Choice - Schedule of Premises and Coverages or by endorsement is a person or organization you have entered a contract with for the sale of Covered Property:

- (1) For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - (a) Adjust losses with you; and
 - (b) Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

- (2) The following is added to the **Other Insurance** Loss Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

- b. **Building Owner Loss Payable Clause** -
If the Loss Payee shown in the Schedule or in the Declarations is the owner of the

described building, in which you are a tenant:

- (1) We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
- (2) We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

16. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

17. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same loss or damage, other than that described in 17. a. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

18. Policy Period

In this Coverage Part, we only cover direct physical loss or direct physical damage which occurs during the policy period stated in the Declarations.

19. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the applicable Limit of Insurance.

You will pay us the amount of all recoveries of Accounts Receivable you receive for a loss paid by us. But any recoveries in excess of the amount we have paid belong to you.

20. Standard Fire Policy

If the Standard Fire Policy (165 Lines) is required by state statute to be attached to this policy, only the provisions of the Standard Fire Policy that are broader than the provisions contained in this policy shall apply.

21. Transfer of Rights of Recovery Against Others To Us (Subrogation)

If any person or organization to whom or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a covered loss or damage, or
- b. After a covered loss only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm that you own or control;
 - (3) A business firm or individuals, that owns or controls you; or
 - (4) Your tenant.

This written waiver will not restrict your insurance.

Exceptions:

- (i) For their interest in building repair or construction, you may not waive your rights to recover damages from architects or engineers except as agreed to in writing by us.
- (ii) For property in the due course of transportation, we will not pay for loss or damage if you impair our rights to recover damages from any carrier for hire, bailee or third party.

However, you may accept bills of lading, receipts or contracts of transportation from carriers for hire, which contain a limitation of value.

B. YOUR GENERAL DUTIES IN EVENT OF LOSS

1. In event of loss or damage, you must see that the following are done:
 - a. **Notify Police**
Notify the police if a law may have been broken.
 - b. **Notify Us**
Give us prompt notice of the loss or damage. Include a description of the property involved.
As soon as possible, give us a description of how, when and where the loss or damage occurred.
We will not deny coverage due to your unintentional failure to notify us about the occurrence of loss or damage provided notice is given as soon as practicable after you become aware of such loss or damage.

c. Protect Property

Take all reasonable steps to protect the property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the applicable Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss.

Also, if feasible, set the damaged property aside and in the best possible order for examination.

d. Take Inventory

At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

e. Inspect Property, Books and Records

As often as may be reasonably required, permit us to:

- (1) Inspect the damaged and undamaged property and take samples for testing and analysis.
- (2) Examine and make copies of your books and records including electronic records and data.

f. Proof of Loss

Send us a signed, sworn proof of loss containing the information we request during our investigation of your claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

g. Cooperate

Cooperate with us in the investigation or settlement of the claim.

h. Resumption of Business

If you intend to continue in business, you must resume all or part of your business operations as quickly as possible.

2. Examination Under Oath

We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

C. DEFINITIONS

1. **"Building Glass"** means glass that is part of the building or structure, including glass building blocks, skylights, glass doors and windows and their encasement frames, alarm tape, lettering and ornamentation.

This does not include art glass, half tone screens, lenses, memorial windows, mosaic art, rotogravure screens or any stained glass.

2. **"Computer Equipment"** includes the following equipment:
 - a. Computer hardware, laptops, Personal Digital Assistants, including micro-processors and related component parts;
 - b. Peripheral equipment, such as printers and modems;
 - c. Computer network equipment; and
 - d. Electronic communications equipment.
3. **"Electronic data"** means:
Information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
4. **"Fungus"** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
5. **"Money"** means:
 - a. Currency, coins and bank notes; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
6. **"Policy Year"** means the period of time that:
 - a. Begins with the inception or anniversary date of this policy; and
 - b. Ends at the expiration or at the next anniversary date of this policy.
7. **"Pollutants and Contaminants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemical and waste, or any other material which causes or threatens to cause physical loss, damage, impurity to property, unwholesomeness, undesirability, loss of marketability, loss of use of property or which threatens human health or welfare. Waste includes materials to be recycled, reconditioned or reclaimed.
8. **"Scheduled Premises"** means any premises listed by location address in the Scheduled Premises section of the Property Choice Schedule of Premises and Coverage.

9. **"Securities"** means negotiable and non-negotiable instruments or contracts representing either "Money" or other property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter); and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not of your own issue;

but does not include "Money".

Lottery tickets held for sale and Postage stamps in current usage are not "Securities".

10. **"Sinkhole Collapse"** means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or similar rock formations.

This cause of loss does not include:

- a. The cost of filling sinkholes; or
- b. Sinking or collapse of land into man-made underground cavities.

11. **"Specified Causes of Loss"** means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; "Sinkhole Collapse"; "Volcanic Action"; falling objects; weight of snow, ice or sleet; water damage, "Sprinkler Leakage"; "Theft"; or "Building Glass" breakage.

- a. Falling objects does not include loss or damage to:

- (1) Personal property in the open; or
- (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall or the building structure is first damaged by a falling object.

- b. Water damage means:

- (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the "Scheduled Premises" and contains water or steam; and
- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, that when the pipe is located off the "Scheduled Premises" and is connected to or is part of a municipal potable water supply system or municipal sanitary

sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the "Scheduled Premises" are located, if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear. To the extent that accidental discharge or leakage of water falls within the criteria set forth in **b.(1)** or **b.(2)** of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

12. **"Sprinkler Leakage"** means a leakage or discharge of a substance (except halon) from an Automatic Fire Extinguishing System, including collapse of a tank that is part of the system.
13. **"Stock"** means merchandise held in storage or for sale, raw materials, and goods in-process or finished.
14. **"Tenant Improvements and Betterments"** means fixtures, alterations, installations or additions made a part of the Building you occupy but do not own; and:
 - a. Made at your expense; or
 - b. You acquired from the prior tenant at your expense; and
 you cannot legally remove.

Tenant Improvements and Betterments includes fences, signs, and radio or television towers, antennas and satellite dishes (including attached equipment).

15. **"Theft"** means any act of stealing except as defined in the Property Choice Common Crime Coverages Form.

16. **"Unmanned Aircraft"** means an aircraft that is not designed, manufactured or modified after manufacture to be controlled directly by a person from within or on the aircraft and which is owned by you or owned by others but in your care, custody, or control.

"Unmanned aircraft" includes equipment designed for and used exclusively with the "unmanned aircraft", provided such equipment is essential for operation of the "unmanned aircraft" or for executing unmanned aircraft operations.

17. **"Valuable Papers"** means: Inscribed, printed or written documents, manuscripts, patterns or records including abstracts, books, deeds, drawings, films, maps or mortgages.

"Valuable Papers" does not mean:

- (1) "Money" or "Securities", whether or not in current circulation.
- (2) Property that cannot be replaced with other property of like kind and quality.
- (3) Fine Arts or Accounts Receivable.
- (4) "Electronic data".

18. **"Volcanic Action"** means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- a. Airborne volcanic blast or airborne shock waves;
- b. Ash, dust or particulate matter; or
- c. Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to property.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART

A. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses as indicated in the table below that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate insured losses attributable to "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, as amended (TRIA) exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States Government has not charged any premium for their participation in covering terrorism losses.

B. Cap On Insurer Liability For Terrorism Losses

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with Treasury procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

C. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of Terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion, the Pathogenic or Poisonous Biological or Chemical Materials Exclusion, the "Pollutants and Contaminants" Exclusion and the War And Military Action Exclusion.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY CHOICE BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM - ADDITIONAL COVERAGES

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 **PROPERTY CHOICE CONDITIONS AND DEFINITIONS** for definitions.

This endorsement modifies insurance under the following:

PROPERTY CHOICE BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM

SUMMARY of COVERAGE LIMITS and INDEX

- o This is a summary of the limits of insurance and coverages provided by this endorsement.
- o No coverage is provided by this summary.

Item No.	PROPERTY CHOICE BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM - ADDITIONAL COVERAGES:	LIMIT OF INSURANCE (Apply in any one occurrence unless otherwise noted)
1.	BUSINESS TRAVEL:	Included in Business Income and Extra Expense Limit of Insurance.
2.	CIVIL AUTHORITY (72 HOUR WAITING PERIOD APPLIES):	30 Days.
3.	DEPENDENT PROPERTIES INCLUDING WORLDWIDE COVERAGE TERRITORY (72 HOUR WAITING PERIOD APPLIES):	\$100,000. From All Dependent Properties.
4.	SECONDARY DEPENDENCIES - CONTRIBUTING AND RECIPIENT LOCATIONS	Included in Dependent Properties Limit of Insurance.
5.	EXTENDED INCOME (180 DAYS):	Included in Business Income and Extra Expense Limit of Insurance.
6.	FUNGUS, WET ROT, DRY ROT, BACTERIA AND VIRUS - LIMITED COVERAGE:	Actual Loss Sustained for 30 Days.
7.	FUTURE EARNINGS:	Included in Business Income and Extra Expense Limit of Insurance.
8.	INGRESS AND EGRESS (24 HOUR WAITING PERIOD APPLIES):	30 Days
9.	LESSOR'S TENANT MOVE BACK EXPENSE:	\$10,000.
10.	MACHINERY TESTING AND TRAINING:	Included in Business Income and Extra Expense Limit of Insurance.

11.	NEWLY ACQUIRED PREMISES:	Included in Business Income and Extra Expense Limit of Insurance.
12.	ORDINANCE OR LAW COVERAGE (INCREASED PERIOD OF RESTORATION):	Included in Business Income and Extra Expense Limit of Insurance.
13.	POLLUTANTS AND CONTAMINANTS CLEANUP:	\$25,000. In any one "Policy Year".
14.	SEWER AND DRAIN BACKUP:	Included in Business Income and Extra Expense Limit of Insurance.
15.	TRANSIT:	\$100,000.
16.	UNNAMED PREMISES:	\$100,000.
	UNNAMED PREMISES: AT ANY ONE INSTALLATION:	Included in Business Income and Extra Expense Limit of Insurance.
	UNNAMED PREMISES: AT ANY ONE EXHIBITION:	Included in Business Income and Extra Expense Limit of Insurance.
17.	UTILITY SERVICE INTERRUPTION (24 HOUR WAITING PERIOD APPLIES):	\$25,000.
18.	WEB SITE AND INTERNET SERVICES (12 HOUR WAITING PERIOD APPLIES):	Lesser of Actual Loss Sustained for 30 days or \$100,000.

A. ADDITIONAL COVERAGES - The following Additional Coverages are added to the Property Choice Business Income and Extra Expense Coverage Form unless otherwise indicated in the Property Choice Schedule of Premises and Coverage or by endorsement to this policy:

Unless otherwise stated in the ADDITIONAL COVERAGES below, or by endorsement, the Limits of Insurance applicable to the Additional Coverages are included in and are not in addition to the Limit of Insurance applicable to BUSINESS INCOME AND EXTRA EXPENSE as stated in the Property Choice Schedule of Premises and Coverages. For Insurance that may apply to a Specific "Scheduled Premises" see: Property Choice Schedule of Premises and Coverage - Scheduled Premises section.

1. Business Travel

- a. We will pay for the actual loss of Business Income and the actual, necessary and reasonable Extra Expenses your incur due to direct physical loss or direct physical damage by a Covered Cause of Loss to Your Business Personal Property including Sales Representative Samples while in the custody of:

(1) Your sales representatives; or

(2) Any officer, employee or yourself; while traveling on authorized company business.

- b. With respect to the coverage provided under this Additional Coverage - Business Travel, the Coverage Territory General Condition found in the Property Choice Conditions and Definitions form does not apply.

2. Civil Authority

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur when access to your "Scheduled Premises" is specifically prohibited by order of a civil authority as the direct result of a Covered Cause of Loss to property in the immediate area of your "Scheduled Premises".
- b. The coverage for Business Income will begin after a Waiting Period of 72 hours (unless a different Waiting Period is either shown in the Property Choice Schedule of Premises and Coverage or is shown by endorsement) after the order of a civil authority and coverage will end at the earlier of:

- (1) When access is permitted to your "Scheduled Premises"; or
 - (2) 30 consecutive days after the order of the civil authority.
- c. The coverage for Extra Expense will begin immediately after the order of a civil authority and coverage will end at the earlier of:
- (1) When access is permitted to your "Scheduled Premises"; or
 - (2) 30 consecutive days after the order of the civil authority.

3. Dependent Properties

- a. We will pay for the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur due to the necessary suspension of your operations during the Period of Restoration. The suspension must be caused by direct physical loss of or direct physical damage to a Dependent Property caused by or resulting from a Covered Cause of Loss. However, coverage under this Additional Coverage does not apply when the only loss to a Dependent Property is loss or damage to "Electronic Data", including destruction or corruption of "Electronic Data". If the Dependent Property sustains loss or damage to "Electronic Data" and other property, coverage under this endorsement will not continue once the other property is repaired, rebuilt or replaced. The term "Electronic Data" has the meaning set forth in the Coverage Form to which this endorsement applies.
- b. Period of Restoration, with respect to Dependent Property means the period of time that:
- (1) Begins 72 hours (unless a different Waiting Period is either shown in the Property Choice Schedule of Premises and Coverages or is shown by endorsement) after the time of the Covered Cause of Loss occurred for Business Income Coverage;
 - (2) Begins immediately after the time of the Covered Cause of Loss for Extra Expense Coverage;
 - (3) Ends on the earlier of:
 - (a) the date when the property at the premises of the Dependent Property should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

- (b) when the applicable limit of insurance is exhausted.

Period of Restoration does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "Pollutants and Contaminants".

The expiration date of this policy will not cut short the Period of Restoration.

- c. Dependent Properties means property at premises owned and operated by others that you depend on to:
- (1) Deliver materials or services to you, or to others for your account (Contributing Location);
But any property which delivers any of the following services is not a Contributing Location with respect to such services:
 - (a) Water supply services;
 - (b) Power supply services; or
 - (c) Wastewater removal services; or
 - (d) Communication supply services, including services relating to internet access or access to any electronic network;
 - (2) Accept your products or services (Recipient Location);
 - (3) Manufacture products for delivery to your customers under contract of sale (Manufacturing Location); or
 - (4) Attract customers to your business premises (Leader Locations).
- d. With respect to the coverage provided under this Additional Coverage - Dependent Properties, the Coverage Territory General Condition found in the Property Choice Conditions and Definitions form does not apply.
- e. The most we will pay for the sum of all actual loss of Business Income and actual, necessary and reasonable Extra Expense you incur in any one occurrence regardless of the types or number of Dependent Properties involved in any one occurrence under this Additional Coverage is \$100,000. This is an additional amount of insurance.

4. Secondary Dependencies - Contributing and Recipient Locations

- a. We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your operations during the Period of Restoration. The suspension must be caused by direct physical loss of or direct physical damage to property at a secondary contributing location or at a secondary recipient location, caused by or resulting from a Covered Cause of Loss, which in turn results in partial or complete interruption of the materials or services provided to you by a dependent property, thereby resulting in the suspension of your operations.
- b. This Additional Coverage does not apply when the only loss at the secondary contributing location or secondary recipient location is loss or damage to "Electronic Data", including destruction or corruption of "Electronic Data". If the secondary contributing location or secondary recipient location sustains loss or damage to "Electronic Data" and other property, coverage under this endorsement will not continue once the other property is repaired, rebuilt or replaced. The term "Electronic Data" has the meaning set forth in the Coverage Part to which this provision applies.
- c. With respect to a suspension of your operations covered under this provision, the maximum amount payable is the Limit of Insurance applicable to Dependent Properties. This provision, does not increase the Limit Of Insurance for Dependent Properties, as any amount payable under this provision is considered part of, not in addition to, such Dependent Properties Limit of Insurance, even if the suspension of your operations is caused by direct physical loss of or damage to dependent property and property at one or more secondary contributing locations or secondary recipient locations.
- d. Secondary contributing location is an entity which:
 - (1) Is not owned or operated by a Contributing Location; and
 - (2) Delivers materials or services to a Contributing Location, which in turn are used by that Contributing Location in providing materials or services to you.

A road, bridge, tunnel, waterway, airfield, pipeline or any other similar area or

structure is not a secondary contributing location.

- e. Any property which delivers any of the following services is not a secondary contributing location with respect to such services:
 - (1) Water supply services;
 - (2) Power supply services;
 - (3) Wastewater removal services; or
 - (4) Communication supply services, including services relating to Internet access or access to any electronic network.
- f. Secondary recipient location is an entity which:
 - (1) Is not owned or operated by a Recipient Location; and
 - (2) Accepts materials or services from a Recipient Location, which in turn accepts your materials or services.

A road, bridge, tunnel, waterway, airfield, pipeline or any other similar area or structure is not a secondary recipient location.

- g. With respect to the coverage provided under this provision (Secondary Dependencies - Contributing and Recipient Locations), the Coverage Territory General Condition found in the Property Choice Conditions and Definitions form does not apply.

5. Extended Income

- a. If the necessary suspension of your operations (applies to all operations except educational institutional operations) produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:
 - (1) Begins on the date property (except "Stock" you have finished manufacturing) is actually repaired, rebuilt or replaced and business operations are resumed; and
 - (2) Ends on the earlier of:
 - (a) The date you could restore your business operations, with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or direct physical damage had occurred; or
 - (b) 180 days that immediately follows after the date determined in a. (1) above.

- b. As respects educational operations, the following applies:

In the event of a covered Business Income loss, we will pay for the actual loss of Business Income you sustain during the school term following the date the property is actually repaired, rebuilt or replaced, if that date is 60 days or less before the scheduled opening of the next school term.

- c. However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the insured premises are located.
- d. Loss of Business Income must be caused by direct physical loss or direct physical damage at the insureds premises caused by or resulting from a Covered Cause of Loss.

6. "Fungus", Wet Rot, Dry Rot, Bacteria and Virus - Limited Coverage

- a. The coverage described below only applies when the "fungus", wet rot, dry rot, bacteria or virus is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- (1) A "specified cause of loss" other than fire or lightning;
- (2) Equipment breakdown accident occurs to Equipment Breakdown Property, if Equipment Breakdown applies to the effected premises; or
- (3) Flood, if the Causes of Loss - Flood endorsement applies to the effected premises.

- b. The following applies only if Business Income and/or Extra Expense coverage applies to the "Scheduled Premises" and only if the necessary interruption of your business operations satisfies all terms and conditions of this Coverage Part.

- (1) If the loss which results in "fungus", wet rot, dry rot, bacteria or virus does not in itself necessitate a necessary interruption of your business operations, but such interruption is necessary due to loss or damage to property caused by "fungus", wet rot, dry rot, bacteria or virus, then our payment under

Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

- (2) If a covered necessary interruption of your business operations was caused by loss or damage other than "fungus", wet rot, dry rot, bacteria or virus prolongs the Period of Restoration, we will pay for loss and/or expense sustained during the delay (regardless of when such delay occurs during the Period of Restoration), but such coverage is limited to 30 days in total. The days need not be consecutive.

7. Future Earnings

- a. In the event of a covered Business Income loss at "Scheduled Premises", we will pay for the actual loss of Business Income you subsequently and necessarily sustain after the Period of Restoration and the Extended Income period ends and that the actual loss in Business Income is directly attributable to the Covered Cause of Loss occurrence.
- b. However, Future Earnings does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the insured premises are located.
- c. This coverage will apply to the actual loss of business income you sustain within 2 years from the date the Covered Cause of Loss occurred.

8. Ingress or Egress

- a. This insurance is extended to apply to the actual loss of Business Income you sustain when ingress or egress to your "Scheduled Premises" is specifically prohibited as the direct result of a Covered Cause of Loss to property at premises that is contiguous to your "Scheduled Premises".
- b. Coverage for Business Income will begin after a Waiting Period of 24 hours (unless a different Waiting Period applicable to this Additional Coverage is shown by endorsement) after the time of the Covered Cause of Loss and will end at the earlier of:
 - (1) When ingress or egress is permitted to or from your "Scheduled Premises"; or
 - (2) 30 consecutive days.

c. This Additional Coverage does not apply if:

- (1) The direct physical loss or direct physical damage is caused by or results from flood or earthquake even if flood or earthquake are Covered Causes of Loss; or
- (2) The ingress to or egress from your "Scheduled Premises" is prohibited by civil authority.

9. Lessor's Tenant Move Back Expenses

a. In the event that your tenants must temporarily vacate the covered Building property at "Scheduled Premises" due to untenability caused by direct physical loss or direct physical damage by a Covered Cause of Loss to the covered Building, we will pay for the following expenses you actually incur to move those tenants back into your covered Building. We will only pay for the following expenses:

- (1) Packing, transporting and unpacking the tenants' Business Personal Property, including the cost of insuring the move back and any necessary assembly or setup of furniture and equipment, and
- (2) The net cost to re-establish the tenants' utility and telephone services, after any refunds due the tenants.

b. We will only pay for these expenses that you actually incur within 60 days from the date that the damaged building has been repaired or rebuilt and if needed a certificate of occupancy has been granted.

c. The most we will pay the sum in any one occurrence of covered loss under this Additional Coverage is \$10,000. This is an additional amount of insurance.

10. Machinery Testing and Training

In the event it was necessary to replace machinery damaged by a Covered Cause of Loss, we will extend the Period of Restoration to include:

- a. The additional time to test that replacement machinery; and
- b. The additional time to train employees on the differences in operating the damaged machinery and the replacement machinery.

11. Newly Acquired Premises

a. We will pay for the actual loss of Business Income you sustain due to direct physical loss or direct physical damage caused by or resulting from a Covered Cause of Loss to Newly

Acquired Premises. Newly Acquired Premises means premises you acquire, purchase or lease after the inception of this policy, but does not include:

- (1) Any premises acquired through any foreclosure process;
- (2) Any premises of others where you are temporarily working, such as installing property or performing maintenance or service work; or
- (3) Any premises covered by any other part of this Coverage Form.

b. Insurance for each Newly Acquired Premises will end when any of the following first occurs, but will not cut short the Period of Restoration:

- (1) This policy expires;
- (2) 180 days expire after you acquire the property;
- (3) You report values to us: or
- (4) The property is more specifically insured.

We will charge you additional premium from the date you acquire the premises.

12. Ordinance or Law - Increased Period of Restoration

a. If a Covered Cause of Loss occurs to property at "Scheduled Premises", coverage is extended to include the amount of the actual loss of Business Income and the actual, necessary and reasonable Extra Expense you incur during the increased period of suspension of operations caused by or resulting from a requirement to comply with any ordinance or law that:

- (1) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the insured premises;
- (2) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss; and
- (3) Is in force at the time of loss.

b. Coverage is not extended under this Additional Coverage to include loss caused by or resulting from the enforcement of or compliance with any ordinance or law:

- (1) Which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot, bacteria or virus; or

(2) Which requires any Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "Pollutants and Contaminants", "fungus", wet or dry rot, bacteria or virus.

- c. Period of Restoration is revised to include any increased period required to repair or reconstruct the property to comply with the minimum standards of any ordinance or law, in force at the time of loss that regulates the construction or repair, or requires the tearing down of any property.

13. "Pollutants and Contaminants" Clean Up

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur if business operations are interrupted due to the enforcement of any ordinance or law that requires you to extract "Pollutants and Contaminants" from land or water at "Scheduled Premises" caused by or resulting from a Covered Cause of Loss that occurs during the policy period.
- b. Such loss must be reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.
- c. The most we will pay for the sum of all Business Income and Extra Expense in any one "Policy Year" under this Additional Coverage is \$25,000. This is an additional amount of insurance.

14. Sewer and Drain Backup

- a. We will pay for the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur due to direct physical loss of or direct physical damage to property at "Scheduled Premises", Newly Acquired Premises and Unnamed Premises caused by or resulting from water or other materials that backs up from a sewer or drain.

b. THIS IS NOT FLOOD INSURANCE.

This Additional Coverage does not apply to loss or damage caused by or resulting from Flood regardless of the proximity of the back-up or overflow to such conditions.

Flood as used in this provision means:

- (1) Surface water, waves, tidal water, tidal waves, tsunamis, or overflow of any natural or man made body of

water from its boundaries, all whether driven by wind or not; or

- (2) Mudslide or mudflow, meaning a river or flow of liquid mud directly or indirectly caused by flooding or the accumulation of water under the ground.
- (3) Water under the ground surface pressing on, or flowing or seeping through:
- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings.
- (4) Flood includes water or other material that backs up or overflows from any sewer or septic tank or drain, if such back-up is caused by any of the conditions in (1) or (3) above regardless of the proximity of the back-up to such conditions.
- (5) All flooding in a continuous or protracted event will constitute a single flood.

15. Transit

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur caused by direct physical loss of or direct physical damage to the following property while in the due course of transit:
- (1) Your Business Personal Property; and
- (2) Business Personal Property owned by others.
- b. This Coverage will continue to apply to such property in the due course of transit, after the expiration or cancellation of this policy, until arrival at and accepted by an authorized representative at the invoiced destination, but for no longer than 30 days after the date of the shipment origination, but this will not cut short the Period of Restoration.
- c. You must retain accurate records of all shipments of Covered Property for one year.
- d. The most we will pay for the sum of all Business Income and Extra Expense in any one occurrence under this Additional Coverage is \$100,000. This is an additional amount of insurance.

- e. For the Transit Additional Coverage, the Coverage Territory is within or between the United States of America, (including its territories and possessions), Puerto Rico and Canada; however, waterborne shipments are covered only if on inland waterways or in territorial waters, within 12 miles of land.

16. Unnamed Premises

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur caused by direct physical loss of or direct physical damage by a Covered Cause of Loss to Property while at:
 - (1) Premises that you own, lease, or occupy other than at a "Scheduled Premises";
 - (2) Premises not described in the Property Choice Schedule of Premises and Coverages, which you do not own, lease or occupy;
 - (3) Premises where you are temporarily performing work or installing Business Personal Property and your insurable interest continues until the installation is accepted by the customer.
- b. Unnamed Premises does not include any:
 - (1) Premises or property covered under any other coverage of this Coverage Form;
 - (2) Waste disposal or transfer sites;
 - (3) Intermediate site while in the due course of transit; or
 - (4) Premises of a Web Site or Internet Services provider.
- c. The most we will pay for the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur in any one occurrence under this Additional Coverage at all unnamed premises other than at any one installation or at any one exhibition is \$100,000.
- d. The most we will pay for the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur in any one occurrence under this Additional Coverage at any one installation is the limit of insurance applicable to Business Income and Extra Expense. This is included in the Business Income and Extra Expense Limit of Insurance.

- e. The most we will pay for the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur in any one occurrence under this Additional Coverage at any one exhibition is the limit of insurance applicable to Business Income and Extra Expense Limit.

17. Utility Service Interruption

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur at "Scheduled Premises", "Newly Acquired Premises" and Unnamed Premises caused by the interruption of specific services.
The interruption must result from direct physical loss or direct physical damage by a Covered Cause of Loss to property outside the insured premises boundary and which provides the following services:
 - (1) Water Supply Property, meaning the following types of property supplying water to the described premises:
 - (a) Pumping stations; and
 - (b) Water mains.
 - (2) Wastewater Removal Property, meaning a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations and similar equipment for moving the effluent to a holding, treatment or disposal facility, and includes such facilities.
Coverage does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding.
 - (3) Communication Supply Property, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
 - (a) Communication transmission lines, including optic fiber transmission lines;
 - (b) Coaxial cables; and
 - (c) Microwave radio relays except satellites.
 - (4) Power Supply Property, meaning the following types of property supplying

electricity, steam or gas to the described premises:

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; and
- (e) Transmission lines.

- b. As used in this Additional Coverage, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.
- c. This Additional Coverage does not include any loss or damage due to temperature change or spoilage.
- d. This Additional Coverage does not apply to the Dependent Properties Additional Coverage.
- e. We will not pay for Business Income loss you sustain during the 24 hours (unless a different Waiting Period is either shown in the Property Choice Schedule of Premises and Coverages or is shown by endorsement) that immediately follow after the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.
- f. The most we will pay for the sum of all actual loss of Business Income and the actual, necessary and reasonable Extra Expense you incur in any one occurrence under this Additional Coverage is \$25,000. This is an additional amount of insurance.

18. Web Site and Internet Services

- a. This insurance is extended to apply to the actual loss of Business Income you sustain and the actual necessary and reasonable Extra Expense you incur caused by direct physical loss or direct physical damage by a Covered Cause of

Loss to property that you depend on for Website and Internet Services.

Website and Internet Services means:

- (1) Internet access, e-mail, web hosting and application software services at the premises of others, or
 - (2) Router infrastructure services, including cable and wireless, located outside your premises boundary.
- b. We will not pay for any Business Income loss under this Coverage that you sustain during the 12 hours (unless a different Waiting Period for this Coverage is indicated in the Property Choice Schedule of Premises and Coverages or by endorsement) that immediately follow the time when you first discovered the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.
 - c. The most we will pay for the actual loss of Business Income or necessary and reasonable Extra Expense in any one occurrence under this Additional Coverage is the lesser of:
 - (1) The amount of the actual loss of Business Income you sustain during the 30 day period immediately following the Waiting Period and the necessary and reasonable Extra Expense you incur when you first discovered the Covered Cause of Loss (during the Waiting Period) and for a 30 day period immediately following the Waiting Period; or
 - (2) \$100,000.
 - d. With respect to Web Sites, this coverage applies only if you have a back-up copy of your Web Page stored at a location other than the site of the Web Site vendor.
 - e. This is an additional amount of insurance.



PROPERTY CHOICE COVERAGE FORM

(PROPERTY)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Property Choice Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 **PROPERTY CHOICE CONDITIONS AND DEFINITIONS** for definitions.

A. COVERAGE

We will pay for direct physical loss of or direct physical damage to the following types of Covered Property caused by or resulting from a Covered Cause of Loss. Covered Property, as used in this Coverage Part, means the type of property described in this Section, **A.1.** Covered Property for which a Limit of Insurance and a premises address is shown in the Property Choice - Schedule of Premises and Coverages.

1. Covered Property

a. Building means buildings or structures that:

- (1) You own; or
- (2) Are responsible for insuring.

Building also includes:

- (1) Buildings or structures in the course of construction;
- (2) Alterations, repairs or additions to the building;
- (3) Foundations;
- (4) Underground pipes, flues or drains necessary for the service of the building;
- (5) Excavations, grading, backfilling or filling that are necessary to repair, rebuild or replace the building or its foundation;
- (6) Permanently installed machinery and equipment;
- (7) Awnings, "Building Glass" and floor coverings;
- (8) Materials, equipment and supplies, used in the construction, alteration or repair of buildings;

(9) Radio or television towers, antennas and satellite dishes (including attachments), fences, signs and other outdoor fixtures;

(10) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(11) Property owned by you for the maintenance or service of the building or its premises, including fire extinguishing equipment, alarm, communication and monitoring systems, and lawn maintenance or snow removal equipment;

(12) Retaining walls attached to buildings;

(13) Swimming pools whether or not attached to the building;

(14) Appurtenant structures whether or not attached to the building;

(15) Electronic car charging stations;

(16) Solar panels attached to the building;

(17) Walks, roadways, patios or other paved surfaces at a "Scheduled Premises".

b. Business Personal Property

(1) Business Personal Property means:

(a) All of Your Business Personal Property owned by your business; and

(b) Business Personal Property owned by others, that is in your care, custody or control (including leased property as provided in a written lease agreement);

(2) Business Personal Property also includes:

(a) Furniture, fixtures, machinery and equipment;

- (b) "Stock";
- (c) "Computer Equipment";
- (d) "Electronic Data" and "Valuable Papers";
- (e) Patterns, dies, molds and forms;
- (f) Your interest in the labor, materials or services furnished or arranged by you on Business Personal Property you have installed or repaired;
- (g) "Tenant Improvements and Betterments";
- (h) Tools and equipment owned by your employees that are used in your business operations;
- (i) Building components while removed from the premises for service or repair;
- (j) Lottery tickets held for sale and postage stamps in current usage;
- (k) Electronic car charging stations if not covered under Building.

(3) Coverage applies to Business Personal Property up to 1000 feet outside the premises boundary.

2. Property Not Covered

Covered Property does not include the following unless an endorsement is added to this Coverage Part:

- a. Accounts, bills, currency, food stamps or other evidences of debt, "money", notes or "securities".
- b. Animals, except animals inside buildings, and:
 - (1) Owned by others and boarded by you; or
 - (2) Owned by you as "Stock".
- c. Property owned by and for exclusive personal use by you or your officers, members, partners or employees.
- d. Property owned by your residents, patients, or students.
- e. Property owned by your tenants.
- f. Contraband, or property in the course of illegal transportation or trade.
- g. Growing crops or standing timber.
- h. Grain, hay, straw or other crops which have been harvested, but are outside of buildings or structures.
- i. Outdoor trees, shrubs, plants and sod (other than those held for sale) and lawns.
- j. Land (including land on which the property is located), land values, water (except water

contained within any storage tank, for use in your manufacturing or processing operations), dams, underground mines, and caverns.

- k. Vehicles, and self-propelled machines, including aircraft (including "unmanned aircraft") and watercraft, except the following are Covered Property:

- (1) Vehicles and self-propelled machines, (including aircraft and watercraft) that you manufacture, process, warehouse or hold for sale (except automobiles held for sale) while located at insured premises;

- (2) Vehicles and self-propelled machines, (except aircraft and watercraft) that you operate principally on your insured premises, that are not licensed or registered for use on public roads; and

- (3) Canoes and rowboats while out of the water at insured premises.

- l. Business Personal Property that you have sold under:

- (1) Conditional sale;

- (2) Trust agreement;

- (3) Installment payment;

- (4) Other deferred payment plan; or

- (5) Other agreement under which you have retained a security interest;

- m. Property that is more specifically covered, insured or described under another coverage form of this policy or any other policy, except for the excess of the amount due (whether you can collect on it or not) from that other insurance.

- n. Live eggs, human tissue, bodily fluids, or embryos.

- o. Retaining walls not attached to the building.

3. Covered Causes of Loss

See Property Choice - Covered Causes of Loss and Exclusions Form.

B. EXCLUSIONS

See the Property Choice - Covered Causes of Loss and Exclusions Form.

C. LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the smallest applicable Limit of Insurance shown in the Property Choice Declarations, Schedules, Coverage Form(s) or Endorsement(s).

D. DEDUCTIBLE

We will not pay for direct physical loss or direct physical damage in any one occurrence until the amount of loss or damage exceeds the applicable Deductible stated in the Property Choice Schedule of Premises and Coverages or Endorsement(s). We will then pay the amount of loss in excess of the Deductible, up to the applicable Limit of Insurance.

When claim is made for loss or damage to more than one type of property, coverage, premises, or Cause of Loss and different deductible amounts apply in the same occurrence, we will only apply the largest applicable deductible for the item for which claim is made unless specified by endorsement.

E. LOSS PAYMENT AND VALUATION CONDITIONS

Covered Property will be valued at either Replacement Cost or Actual Cash Value, as stated in the Property Choice Schedule of Premises and Coverages and as described below except for the items listed below in item 3. **Specific Property Valuations.** We will not pay more than your financial interest in the lost or damaged property.

1. Replacement Cost

In the event of covered loss or damage, we will determine the value of Covered Property at the actual amount spent to repair, replace or rebuild the damaged property as of the time of the loss or damage, at the same site or another site, subject to the following:

- a. We will not pay more for lost or damaged property than the least of
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The amount it costs to replace, on the same premises, the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
 - (3) The amount you actually spend that is necessary and reasonable to repair or replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose.
 - (4) In the event of a total loss to Building property, you may choose to replace your Building property at another premises, however, we will not pay more than the cost to replace the Building property at the original premises.

(5) In the event of a total loss to Business Personal Property, we retain our right to salvage such Business Personal Property.

(6) Replacement Cost does not include any increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

- b. We will pay you on an Actual Cash Value basis until the lost or damaged property is actually repaired, rebuilt or replaced.
- c. If you do not repair, replace or rebuild on the same site or another site within 2 years of the date of loss, we will pay you on an Actual Cash Value basis.
- d. Patterns, dies, molds and forms not in current usage at actual cash value. If loss is paid on an actual cash value basis and within 60 months from the date of the covered loss and you need to repair or replace them, we will pay you, subject to the Conditions of this insurance, the difference between actual cash value and replacement cost when the patterns, dies, molds and forms are actually repaired or replaced.

2. Actual Cash Value

- a. We will pay you on an Actual Cash Value basis if:
 - (1) The valuation of the lost or damaged property is designated in the Property Choice Schedule of Premises and Coverages as Actual Cash Value.
 - (2) You elect Actual Cash Value as the basis for loss payment at the time of loss or damage.
- b. In the event of covered loss or damage, at our option, we will do one of the following, but not pay more than the Limit of Insurance applicable to the lost or damaged property:
 - (1) Pay the value of the lost or damaged property at the time of loss;
 - (2) Take all or any part of the property at an agreed or appraised value; or
 - (3) Repair, rebuild or replace the property with other property of like kind and quality, or pay you the cost to do so.
- c. In the event of a total loss to Business Personal Property, we retain our right to salvage such Business Personal Property.
- d. Actual Cash Value does not include the increased cost attributable to enforcement

of or compliance with any ordinance or law regulating the construction, use or repair of any property.

- e. If the actual amount spent to repair, replace or rebuild the damaged property as of the time of the loss is \$25,000 or less (after the application of the applicable deductible), we pay the loss or damage on the basis of the Replacement Cost provisions described in E.1. above. This Exception does not apply to the following Specific Property Valuations.

3. Specific Property Valuations

a. Accounts Receivable

We will determine the amount of Accounts Receivable loss as follows:

- (1) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:
 - (a) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs; and
 - (b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.
- (2) The following will be deducted from the total amount of accounts receivable, however that amount of accounts receivable is established:
 - (a) The amount of the accounts for which there is no loss;
 - (b) The amount of the accounts that you are able to re-establish or collect;
 - (c) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (d) All unearned interest and service charges.

b. Animals

We will determine the value of animals at the cost of replacement with animals of like kind and quality as when originally acquired by you.

c. "Building Glass"

We will determine the value of "Building Glass" at the cost of replacement with safety glazing material if required by law.

d. "Electronic Data"

1. We will determine the value at the actual, reasonable and necessary costs you incur to restore or replace "Electronic Data".
2. We will not pay for costs or expenses you incur to:
 - (a) Identify or remediate any errors or vulnerabilities or to update, restore, replace, upgrade, maintain or improve any "Computer Equipment" or computer system;
 - (b) Update, replace, restore or improve any "Electronic Data" to a level beyond the condition in which it existed immediately preceding the loss or damage; or
 - (c) Duplicate research that led to development of your "Electronic Data" or any proprietary or confidential information or intellectual property in any form.

To the extent that "Electronic Data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "Electronic Data" was stored, with blank media of substantially identical type.

If you recover from a licensor, lessor or any other party for loss or damage to "Electronic Data", our loss payment to you will be reduced by the amount of such recovery.

e. Fine Arts

We will determine the value of Fine Arts, at the lesser of:

- (1) The market value at the time of loss or damage;
- (2) The reasonable cost of repair or restoration to the condition immediately before the covered loss or damage; or
- (3) The cost of replacement with substantially identical property.

For pairs or sets, we will either:

- (1) Repair or replace any part to restore the value and condition of the pair or set to that immediately before the covered loss or damage; or
- (2) Pay the difference between the value of the pair or set before and after the covered loss or damage.

f. Party Wall

A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling

covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

g. Property of Others

- (1) If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the lesser of:
 - (a) amount for which you are liable under such contract;
 - (b) the replacement cost of the property; or
 - (c) the applicable Limit of Insurance.
- (2) If no such contract exists we will not pay more than your financial interest in Personal Property of Others not to exceed:
 - (a) the Actual Cash Value of such property; or
 - (b) the applicable Limit of Insurance.
- (3) At your option, we may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners:
 - (a) Such payments will only be for the account of the owner of the property and will satisfy your claims against us for the owners' property;
 - (b) We will not pay more than their financial interest in the property.
- (4) We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

h. "Stock"

(1) Manufactured Stock (including Selling Price)

We will determine the value of "Stock" you have manufactured at the selling price less discounts and expenses you otherwise would have incurred. This also applies to component parts manufactured by others that will become a part of your finished product.

(2) Mercantile Stock

We will determine the value of "Stock", which you have purchased for resale and have sold but not delivered, at the selling price less discounts and expense you otherwise would have had. This does not apply to "Stock" you have manufactured.

(3) Stock in Process

We will determine the value of "Stock" in process of manufacture at the replacement cost of the raw materials, plus labor expended and the proper proportion of overhead charges.

(4) Commodity Stock

For "Stock" that is bought and sold at an established market exchange, we will determine the value at:

- (a) The posted market price as of the time and place of loss;
- (b) Less discounts and expenses you otherwise would have had.

i. "Tenant Improvements and Betterments"

- (1) If you do not repair or replace lost or damaged "Tenant Improvements and Betterments" within 2 years, we will pay the pro rata of the Actual Cash Value based on the duration of the lease and the installation date of the property.
- (2) If others pay for repairs or replacement, we will not make loss payment to you.

j. Transit

We will determine the value of covered property in due course of transit at:

- (1) The amount of invoice plus accrued costs, prepaid charges and charges since shipment; or
- (2) In the absence of an invoice, the valuation provision otherwise applicable to that type of Covered Property as of the time of loss or damage.

k. "Valuable Papers"

We will determine the value of "Valuable Papers" at your incurred cost of:

- (1)** Blank materials for reproducing the records (including blank prepackaged programs when replaced); and
- (2)** Labor to transcribe or copy the records and to research, replace or restore the lost information, including research and development documentation.

l. Vehicles

- (1)** We will determine the value of covered vehicles and self-propelled machines, including aircraft, automobiles, contractor's equipment and watercraft on an Actual Cash Value basis. This also applies to coverage provided for trailers under the Non-Owned Detached Trailer Additional Coverage.
- (2)** New vehicles and machines you have manufactured will be subject to the valuation applicable to covered "Stock".

4. Value Enhancements

a. Architect and Engineering Fees

The value of Covered Property will include reasonable architect and engineering fees you incur in the course of repairing or reconstructing damaged property.

b. Customs Duty, Sales Tax

The value of Covered Property will include the cost of customs duties and sales taxes to repair or replace the property.

c. Extended Warranties

The value of Covered Property, that is a total loss during the policy period, will include the unused pro rata portion of non-refundable optional extended warranties or service contracts which you purchased for the damaged property prior to the covered loss or damage.



PROPERTY CHOICE - BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM

(BUSINESS INTERRUPTION)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 **PROPERTY CHOICE CONDITIONS AND DEFINITIONS** for definitions.

A. COVERAGE

We will pay up to the Business Income and Extra Expense Limit of Insurance stated in the Property Choice - Schedule of Premises and Coverages for the actual loss of Business Income you sustain and the actual, necessary and reasonable Extra Expense you incur due to the necessary interruption of your business operations during the Period of Restoration due to direct physical loss of or direct physical damage to property caused by or resulting from a Covered Cause of Loss at "Scheduled Premises" where a limit of insurance is shown for Business Income and Extra Expense. If you are a tenant, this Coverage applies to that portion of the building which you rent, lease or occupy, and extends to common service areas and access routes to your area.

Definitions

1. Business Income means:

- a. Net Income (Net Profit or Net Loss before income taxes), including Rental Income and Royalties, that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including Payroll Expenses.
- c. For educational operations, Business Income also includes income from:
 - (1) Tuition and related student fees including room, board, laboratories and other similar fees;
 - (2) Bookstores;
 - (3) Athletic events; or
 - (4) Activity related to research grants.
- d. For manufacturing businesses, Net Income also includes the net sales value of production.

e. For research and development operations, Business Income also includes awarded contract revenues, licensing fees, consulting fees, funding grants and progress (milestone) payments.

f. As respects all insureds if you are operating at a Net Loss, continuing normal operating expenses will be offset by the Net Loss.

2. Extra Expense means the actual, necessary and reasonable expenses you incur during the Period of Restoration that you would not have incurred if there had been no direct physical loss of or direct physical damage to property caused by or resulting from a Covered Cause of Loss at "Scheduled Premises". We will pay Extra Expense (other than the expense to repair or replace property) to:

- a. Avoid or minimize the suspension of business and to continue operations at a "Scheduled Premises" or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- b. Minimize the suspension of business if you cannot continue operations. We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.
- c. Extra Expense Coverage does not apply to any expense related to any recall of products you manufacture, handle or distribute.

3. Interruption means the slowdown or cessation of any part of your business activities or the partial or total untenability of the premises.
4. Payroll Expenses include:
 - a. Payroll;
 - b. Special compensation such as bonuses and other incentive compensation;
 - c. Employee benefits, if directly related to payroll;
 - d. FICA payments you pay;
 - e. Union dues you pay; and
 - f. Workers' compensation premiums.
5. a. Period of Restoration means the period of time that:
 - (1) Begins at the time the Covered Cause of Loss occurred; and
 - (2) Ends on the earlier of:
 - (a) The date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (b) The date when business is resumed at a new permanent location.

The expiration date of this policy will not cut short the Period of Restoration.

- b. For buildings under construction or undergoing additions or alterations, if the direct physical loss or direct physical damage delays the start of business operations, the Period of Restoration will begin the date business operations would have begun had the direct physical loss or direct physical damage not occurred.
- c. For educational institutions, the Period of Restoration ends on the earlier of:
 - (1) The day before the opening of the next school term following the date the property should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when the school term is resumed at a new permanent location.
- d. Period of Restoration does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:
 - (1) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess

the effects of "Pollutants and Contaminants", except as covered in the "Pollutants and Contaminants" Clean Up Additional Coverage; or

- (2) Regulates the construction, use or repair, or requires the tearing down of any property, except as covered in the Ordinance or Law Additional Coverage.

6. Rental Income/Rental Value means Business Income that consists of:
 - a. Net Income (Net Profit or Net Loss before income taxes) that would have been earned or incurred as income from tenant occupancy of the "Scheduled Premises" as furnished and equipped by you including fair rental value of any portion of the "Scheduled Premises" which is occupied by your tenants or you as a tenant; and
 - b. Continuing normal operating expenses incurred in connection with that premises including:
 - (1) Payroll Expenses; and
 - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
 - c. If you are operating at a Net Loss, continuing normal operating expenses will be offset by the Net Loss.

B. COVERED CAUSES OF LOSS, EXCLUSIONS AND LIMITATION

1. See Property Choice - Covered Causes of Loss and Exclusions Form.
2. The following **Exclusions** apply in addition to the **Exclusions** found in the Property Choice - Covered Causes of Loss and Exclusions Form attached to this Coverage Part:

a. Contract, Lease or License Cancellation

We will not pay for any increase of loss caused by or resulting from suspension, lapse or cancellation of any contract, lease or license (including consultation and funding grants). But if such suspension, lapse or cancellation is directly caused by a covered interruption of business operations, we will pay for such loss that affects your Business Income during the Period of Restoration and any extension of the Period of Restoration in accordance with the terms of the Extended Income Additional Coverage or the Future Earnings Additional Coverage.

b. Manufactured "Stock"

We will not pay for any loss caused by or resulting from damage or destruction of or the time required to reproduce "Stock" you have finished manufacturing.

c. Satellite Communications

We will not pay for any loss caused by or resulting from the disruption of communications or service to or from any satellite however caused. But this exclusion does not apply to land based satellite dishes.

d. Strike Interference

We will not pay for any increase of loss caused by or resulting from delay in rebuilding, repairing or replacing the property or resuming business operations, due to interference at the location of the rebuilding, repair or replacement by strikers or other persons.

3. Limitation - Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a suspension of operations is caused by destruction or corruption of "Electronic Data", or any loss or damage to "Electronic Data".
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a suspension of operations caused by destruction or corruption of "Electronic Data", or any loss or damage to "Electronic Data".
- c. This Additional Limitation does not apply when loss or damage to "Electronic Data" involves only "Electronic Data" which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

C. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence is the smallest applicable Limit of Insurance shown in the Property Choice Declarations, Schedules, Coverage Form(s) or Endorsement(s).

D. DEDUCTIBLE

We will not pay for the actual loss of Business Income you sustain in any one occurrence until the necessary interruption of your business operations exceeds the Waiting Period as stated in the Property Choice Schedule of Premises and Coverages or by Endorsement(s). We will not pay for the actual loss of Business Income you sustain in any one occurrence during such Waiting Period. No other deductible applies to

Business Income coverage. No deductible or Waiting Period applies to Extra Expense.

E. LOSS CONDITIONS

The following Conditions apply in addition to the Common Policy Conditions and all of the Conditions as found in the Property Choice Conditions and Definitions Form:

1. Resumption of Business

If you intend to continue in business, you must resume all or part of your business operations as quickly as possible.

2. Loss Determination**a. Business Income**

The amount of Business Income loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or direct physical damage occurred;
- (2) The likely Net Income of the business if no physical loss or no physical damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses.
- (3) The operating expenses, including payroll expenses, necessary to resume business operations with the same quality of service that existed just before the direct physical loss or direct physical damage, and
- (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.

b. Extra Expense

The amount of Extra Expense will be determined based on:

- (1) All expenses that exceed the normal operating expenses that would have been incurred by business operations during the Period of Restoration if no direct physical loss or if no direct physical damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the Period

of Restoration, once business operations are resumed; and

(b) Any Extra Expense that is paid for by other insurance.

(2) All actual, necessary and reasonable expenses that reduce the Business Income loss otherwise incurred.

3. Reductions in Amount We Pay

a. We will reduce the amount of the Business Income loss payment to the extent you can resume your business operations, in whole or in part, by using:

(1) Damaged or undamaged property (including merchandise or "stock") at the insured premises or elsewhere;

(2) Any other available source of materials or other outlet for your products.

b. We will reduce the amount of Extra Expense loss payment to the extent you can return operations to normal and discontinue Extra Expenses.

c. If you do not resume business operations, or do not resume business operations as quickly as possible, we will pay based on the length of time it would have taken to resume business operations as quickly as possible.

d. We will reduce the amount of the Business Income loss payment to the extent that the reduction in volume of business income from the affected income channel is offset by an increase in the volume of business from other income channels.



LEGAL LIABILITY - BUILDING COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 **PROPERTY CHOICE CONDITIONS AND DEFINITIONS** for definitions.

A. COVERAGE

We will pay up to the applicable Legal Liability - Building Limit of Insurance stated in the Property Choice Schedule of Premises and Coverages or in an endorsement attached to this Coverage Part for those sums that you become legally obligated to pay as damages because of direct physical loss or direct physical damage, including loss of use, to Covered Building Property caused by accident and arising out of a Covered Cause of Loss. We will have the duty to defend any suit seeking those damages. Suit includes an arbitration proceeding to which you must submit or submit with our consent. However, we have no duty to defend you against a suit seeking damages for direct physical loss or damage to which this insurance does not apply. We may investigate and settle any claim or suit at our discretion. But our duty to defend ends when we have used up the Legal Liability Building Limit of Insurance in the payment of judgments or settlements.

1. Covered Building Property

Covered Building Property means buildings or structures of others in your care, custody or control.

2. Covered Causes Of Loss

See the Property Choice - Covered Causes of Loss and Exclusions Form.

3. Additional Coverages

a. Supplementary Payments

We will pay, with respect to any claim or any suit against you that we defend:

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments, but only for bond amounts within our Limit of

Insurance. We do not have to furnish these bonds.

- (3) All reasonable expenses incurred by you at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (4) All costs taxed against you in the suit.
- (5) Prejudgment interest awarded against you on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

Payments under this Additional Coverage are in addition to the applicable Limit of Insurance.

b. Additional Insureds

Throughout this Coverage Form, if the Named Insured stated in the Property Choice Declarations is:

- (1) A partnership or corporation, the words "you" and "your" include partners, executive officers, trustees, directors and stockholders of such partnership or corporation;
- (2) A limited liability company, the words "you" and "your" include member and manager;

but only with respect to their duties as such.

The existence of one or more Additional Insureds does not increase the Limit of Insurance.

c. Newly Acquired Organizations

Throughout this Coverage Form, the words "you" and "your" also include any organization (other than a partnership, joint venture or limited liability company) you newly acquire or form and over which you maintain ownership or majority interest if there is no other similar insurance available to that organization.

This Additional Coverage ends:

- (1) 90 days after you acquire or form the organization; or
- (2) At the end of the policy period stated in the Property Choice Declarations; whichever is earlier.

This Additional Coverage does not apply to direct physical loss or direct physical damage that occurred before you acquired or formed the organization.

The existence of one or more Newly Acquired Organizations does not increase the Limit of Insurance.

d. Newly Acquired Building Property

- (1) You may extend the insurance that applies to Covered Building Property, as used in this Coverage Form, to apply to your liability for Building property of others that comes under your care, custody or control after the beginning of the current policy period. This Additional Coverage is subject to all terms and Conditions of this Coverage Form.

The most we will pay as the result of any one accident for loss or damage to buildings covered under this Additional Coverage is \$25,000 at each building.

- (2) Insurance under this Additional Coverage will end when any of the following first occurs:
 - (a) This policy expires;
 - (b) 180 days expire after the building property has come under your care, custody or control;
 - (c) You report values to us; or
 - (d) The property is more specifically insured.

We will charge you additional premium for values reported from the date the property comes under your care, custody or control.

- (3) This Additional Coverage does not apply to direct physical loss or direct physical damage that occurred before the building property came under your care, custody or control.

B. EXCLUSIONS AND LIMITATIONS

- 1. See the Property Choice - Covered Causes of Loss and Exclusions Form.
- 2. The following additional exclusions apply to insurance under this Coverage Form:

a. Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (1) Your assumption of liability was executed prior to the accident; and
- (2) The building is Covered Property under this Coverage Form.

b. Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

C. LIMITS OF INSURANCE

The most we will pay in damages as the result of any one accident is the applicable Limit of Insurance shown for Legal Liability – Building Limit of Insurance as shown in the Property Choice Schedule of Premises and Coverages or in an endorsement to this Coverage Part.

Payments under the Additional Coverages are in addition to the Limits of Insurance.

The existence of one or more:

- 1. Additional Insureds, or
 - 2. Newly Acquired Organizations,
- does not increase the Limit of Insurance.

D. DEDUCTIBLE

No deductible provision applies to this Coverage Form.

E. PROPERTY CHOICE CONDITIONS CHANGES

For Coverage provided under this Coverage Form, the following changes are made to the Property Choice Conditions:

1. Duties In The Event Of Accident, Claim Or Suit

The General Duties in Event of Loss Condition is replaced by the following:

- a.** You must see to it that we are notified promptly of any accident that may result in a claim. Notice should include:

- (1)** How, when and where the accident took place; and
- (2)** The names and addresses of any witnesses.

Notice of an accident is not notice of a claim.

- b.** If a claim is made or suit is brought against you, you must see to it that we receive prompt written notice of the claim or suit.

- c.** You must:

- (1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2)** Authorize us to obtain records and other information;
- (3)** Cooperate with us in the investigation, settlement or defense of the claim or suit; and
- (4)** Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to you because of damage to which this insurance may also apply.

- d.** You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

2. Legal Action Against Us

The **Legal Action Against Us General Condition** is replaced by the following:

No person or organization has a right under this Coverage Form:

- a.** To join us as a party or otherwise bring us into a suit asking for damages from you; or
- b.** To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against you obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

3. Transfer Of Rights (Subrogation)

The **Transfer of Rights of Recovery Against Others To Us General Condition** is replaced by the following:

If you have rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring suit or transfer those rights to us and help us enforce them.

F. ADDITIONAL CONDITIONS

The following conditions are added and apply in addition to the Common Policy Conditions, and the Property Choice Conditions:

1. Bankruptcy

Bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Coverage Form.

2. Separation Of Insureds

The insurance under this Coverage Form applies separately to you and each additional insured, except with respect to the Limits of Insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY CHOICE - COVERED CAUSES OF LOSS AND EXCLUSIONS FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 **PROPERTY CHOICE CONDITIONS AND DEFINITIONS** for definitions.

A. COVERED CAUSES OF LOSS

Covered Causes of Loss means direct physical loss or direct physical damage that occurs during the Policy Period and in the Coverage Territory unless the loss or damage is excluded or limited in this policy.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage:

a. Acts, Errors or Omissions

Acts, errors or omissions by you or others, whether before or after the acquisition of any Covered Property, in any of the following activities:

- (1) Planning, zoning, developing, surveying, testing or siting property;
- (2) Establishing or enforcing any building code, or any standard, ordinance or law about the construction, use or repair of any property or materials, or requiring the tearing down of any property, including the removal of its debris; or
- (3) Any of the following as to any part of land, buildings, roads, water or gas mains, sewers, drainage ditches, levees, dams, other structures or facilities, or to or for any Covered Property:
 - (a) Design, specifications, construction, grading, compaction; or
 - (b) Furnishing of work, materials, parts or equipment in connection with the

design, specifications, construction, renovation, remodeling, grading or compaction.

The Acts, Errors or Omissions Exclusion applies whether or not the property or facilities described above are Covered Property under this policy or on or away from a "Scheduled Premises".

But if direct physical loss or direct physical damage to Covered Property by fire, explosion or "Sprinkler Leakage" results, we will pay for the resulting loss or damage caused by that fire, explosion or "Sprinkler Leakage".

b. Workmanship and Repair

We will not pay for the cost of correcting defects in Covered Property, or loss or damage to Covered Property that was caused by, resulting from, or arising out of improper or defective workmanship or repair done on Covered Property by you, your employees, or others working on your behalf.

But if direct physical loss or direct physical damage by a "Specified Cause of Loss" ensues to Covered Property or if Equipment Breakdown coverage is provided under this policy and an Equipment Breakdown Accident ensues to Equipment Breakdown Equipment, we will pay for such ensuing loss or damage.

c. Animals

We will not pay for loss or damage to animals unless caused by a "Specified Cause of Loss". All other loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

d. Collapse**(Related to Earth Movement or Flood)**

Collapse, cracking, separating, shrinking, bulging, expansion, shifting, rising, settling, sinking, lateral movement or other movement, or other loss or damage to buildings or structures, including concrete or paved surfaces, which would not have occurred but for Earth Movement or Flood.

e. Earth Movement

- (1) Earthquake, meaning a shaking or trembling of the earth's crust, including tremors and aftershocks, resulting in breaking, shifting, rising, settling, sinking or lateral movement or other movement, including any related earth sinking, rising or shifting;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine Subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than "Sinkhole Collapse"), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other part of buildings or structures. Soil conditions include contraction, expansion, freezing, thawing, erosion, improper compaction of soil and the action of water under the ground surface.

This Exclusion applies regardless of whether any of the above is caused by weather, an act of nature or by an artificial, man-made or other cause.

But if direct physical loss or direct physical damage to Covered Property by fire or explosion results, we will pay for the resulting loss or damage caused by that fire or explosion.

f. Water

- (1) Flood, which means surface water, waves, tidal water, tidal waves, tsunamis, or overflow of any natural or man-made body of water from its boundaries, all whether driven by wind or not (including storm surge).
- (2) Mudslide or mudflow, directly or indirectly caused by flooding or the accumulation of water under the ground.
- (3) Water or other material that backs up or overflows from any sewer, septic tank, sump or drain.

- (4) Release of water held by a dam, levee or dike, or by a water or flood control device.
- (5) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.
- (6) Waterborne material or other property carried or otherwise moved by any of the water referred to in Paragraphs (1), (3) or (4), or by mudslide or mudflow.

But if direct physical loss or direct physical damage to Covered Property by fire, explosion or "Sprinkler Leakage" results, we will pay for the resulting loss or damage caused by that fire, explosion or "Sprinkler Leakage".

This Exclusion applies regardless of whether any of the above, in Paragraphs (1) through (6), is caused by weather, an act of nature or by an artificial, man-made, or other cause.

g. "Fungus", Wet Rot, Dry Rot, Bacteria or Virus

Presence, growth, proliferation, spread or any activity of "fungus," wet rot, dry rot, bacteria or virus.

But if direct physical loss or direct physical damage to Covered Property by a "Specified Cause of Loss" results, we will pay for the resulting loss or damage caused by that "Specified Cause of Loss".

This Exclusion does not apply:

- (1) When "fungus," wet rot, dry rot, bacteria or virus results from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage(s) - "Fungus," Wet Rot, Dry Rot, Bacteria or Virus - Limited Coverage with respect to loss or damage by a cause of loss other than fire or lightning.

h. Governmental Action

- (1) Seizure or destruction of property by order of governmental authority.
- (2) But we will pay for direct physical loss or direct physical damage caused by or resulting from acts of destruction ordered by governmental authority

and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

- (3) This Exclusion does not apply to coverage as provided under the Ordinance or Law Additional Coverage(s).

i. Nesting or Infestation

- (1) We will not pay for loss or damage caused by, resulting from, or arising out of nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
- (2) If direct physical loss or direct physical damage by a Covered Cause of Loss ensues to Covered Property, we will pay only for such ensuing loss or damage.
- (3) This Exclusion does not apply to:
- (a) "Computer Equipment" and "Valuable Papers"; and
 - (b) Accounts Receivable and Fine Arts Additional Coverages.

j. Nuclear Hazard

- (1) Nuclear reaction, nuclear radiation or radioactive contamination, however caused, whether intentional or unintentional. This includes, but is not limited to, the release, dispersal or application of radioactive material, or the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination or radioactive force.
- (2) When state standard fire policy law requires that we cover any resulting fire damage, we will pay only for the resulting damage caused by that resulting fire. We will pay only the Actual Cash Value for the damaged property. Therefore, we will not pay for any indirect or related loss(es), such as business income, extra expenses, legal liability, or leasehold interest loss(es).

k. Ordinance or Law

- (1) The enforcement of, or compliance with, any ordinance or law:
- (a) Regulating the construction, use or repair of any property; or
 - (b) Requiring the tearing down of any property, including the cost of removing its debris.

- (2) This Exclusion applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law while in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

l. Pathogenic or Poisonous Biological or Chemical Materials

- (1) The deliberate or intentional dispersal or application of any pathogenic or poisonous biological or chemical materials.
- (2) But if direct physical loss or direct physical damage to Covered Property by fire results, we will pay for the resulting loss or damage caused by that fire.

m. "Pollutants and Contaminants"

- (1) Discharge, dispersal, seepage, migration, release or escape of "Pollutants and Contaminants".
- (2) But if direct physical loss or direct physical damage to Covered Property by a "Specified Cause of Loss" results, we will pay for the resulting loss or damage caused by that "Specified Cause of Loss".
- (3) This Exclusion does not apply if the discharge, dispersal, seepage, migration, release or escape is itself caused by a "Specified Cause of Loss".
- (4) This Exclusion does not apply to:
- (a) "Computer Equipment" and "Valuable Papers";
 - (b) Accounts Receivable, Business Travel, Exhibitions, Fine Arts and Transit Additional Coverages; or
 - (c) The accidental or malicious application of chemicals to glass that is a part of a building, structure or showcase.

n. Utility Services Interruption

The failure of power, communication, water or other utility service supplied to a "Scheduled Premises" if the failure:

- (1) Originates away from a "Scheduled Premises"; or

- (2) Originates at a "Scheduled Premises", but only if such failure involves equipment used to supply the utility service to the "Scheduled Premises" from a source away from the "Scheduled Premises".

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

Communication services include but are not limited to service relating to internet access or access to any electronic, cellular or satellite network.

But if the failure of power, communication, water or other utility service supplied to the insured premises results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss to Covered Property.

- (3) This Exclusion does not apply to:

- (a) "Valuable Papers",
- (b) Accounts Receivable and Fine Arts Additional Coverages; and
- (c) Coverage provided under the Utility Service Additional Coverage(s).

o. War and Military Action

- (1) War, including undeclared war;
- (2) Hostile or warlike action, in time of peace or war, including action in hindering, combating or defending against an actual or expected attack; by any of the following:
 - (a) Government or sovereign power (including quasi and de facto forms), or by any authority maintaining or using military, naval or air forces;
 - (b) Military, naval or air forces; or
 - (c) An agent of any such government, power, authority or forces.
- (3) Invasion, insurrection, rebellion, revolution, civil war, usurped power, including action in hindering, combating or defending against any such actual or expected event by any government, power, authority, forces or agents described in Paragraph (2)(a)-(c).above.

Exclusions **B.1.a.** through **B.1.o.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Artificially Generated Electrical, Magnetic or Electromagnetic Energy

Artificially generated electrical, magnetic or electromagnetic energy, including electric arcing, that damages, disturbs, disrupts or otherwise interferes with any electrical or electronic wire, device, appliance, system or network.

For the purpose of this Exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (1) Electrical current, including arcing;
- (2) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (3) Pulse of electromagnetic energy; or
- (4) Electromagnetic waves or microwaves.

But if direct physical loss or direct physical damage to Covered Property by fire results, we will pay for the resulting loss or damage caused by that fire.

b. Accounting Errors

Errors or omissions in accounting, arithmetic, bookkeeping, or billing.

c. Change of Temperature, Dampness or Dryness

- (1) Dampness or dryness of atmosphere; or
- (2) Changes in or extremes of temperature.

But if direct physical loss or direct physical damage to Covered Property by a Covered Cause of Loss results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.

- (3) This Exclusion does not apply to:

- (a) "Computer Equipment" and "Valuable Papers";
- (b) Accounts Receivable and Fine Arts Additional Coverages; and
- (c) Coverage provided for Spoilage under the Cause of Loss Equipment Breakdown if applicable.

d. Delay, Loss of Use or Loss of Market

We will not pay for loss or damage caused by, resulting from, or arising out of delay, loss of use, or loss of market.

e. Dishonest Acts

Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This Exclusion:

- (1) Applies whether or not an act occurs during your normal hours of operation;
- (2) Does not apply to:
 - (a) Acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered; or
 - (b) Property entrusted to carriers for hire.

f. Docks, Piers, Wharves

- (1) Action of water or ice to bulkheads, docks, piers, seawalls, wharves, or property on such structures.
- (2) But if direct physical loss or direct physical damage to Covered Property by a "Specified Cause of Loss" results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.

g. Electronic Vandalism or Corruption of "Electronic Data" or Corruption of "Computer Equipment"

Electronic Vandalism or Corruption of "Electronic Data" or Corruption of "Computer Equipment" which means:

- (1) A virus, malicious code or similar instruction introduced into or enacted on a computer system (including "Electronic Data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.
- (2) Unauthorized viewing, copying or use of electronic data (or any proprietary or confidential information or intellectual property in any form) by any person, even if such activity is characterized as "Theft";

- (3) Errors, omissions or deficiency in programming, processing or storing "Electronic Data";
- (4) Errors, omissions or deficiency in design, installation, maintenance, repair or modification of your computer system or any computer system or network to which your system is connected or on which your system depends (including "Electronic Data");
- (5) Manipulation of your computer system, including "Electronic Data", by any person(s), for the purpose of diverting or destroying "Electronic Data" or causing fraudulent or illegal transfer of any property;
- (6) Interruption in normal computer function or network service or function due to insufficient capacity to process transactions or to an overload of activity on the system or network;
- (7) Unexplained or indeterminable failure, malfunction or slowdown of a computer system, including "Electronic Data" or the inability to access or properly manipulate the "Electronic Data";
- (8) Complete or substantial failure, disablement or shutdown of the Internet, regardless of the cause;
- (9) The inability of a computer system to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

But if direct physical loss or direct physical damage to Covered Property by fire, explosion or "Sprinkler Leakage" results, we will pay for the resulting loss or damage caused by that fire, explosion or "Sprinkler Leakage".

h. Loss Due To By-Products of Production or Processing Operations

- (1) We will not pay for loss or damage to "Scheduled Premises", caused by or resulting from smoke, vapor, gas or any substance released in the course of production operations or processing operations performed at the "Scheduled Premises". This exclusion applies regardless of whether such operations are:
 - (a) Legally permitted or prohibited;
 - (b) Permitted or prohibited under the terms of the lease; or
 - (c) Usual to the intended occupancy of the premises.

This exclusion does not apply to loss or damage by fire or explosion that results from the release of a by-product of the production or processing operation.

(2) If the loss or damage described in Paragraph (1) results in Business Income loss or Extra Expense, there is no coverage for such loss or expense under the business income and/or extra expense forms listed in this policy, or under any other business interruption insurance if provided under this policy.

(3) The conduct of an insured or tenant production or processing operations will not be considered to be vandalism of the premises regardless of whether such operations are:

- (a) Legally permitted or prohibited;
- (b) Permitted or prohibited under the terms of a lease; or
- (c) Usual to the intended occupancy of the premises.

i. Mechanical Breakdown

Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the direct physical loss or direct physical damage caused by that elevator collision.

j. Missing Property

Disappearance of property when there is no clear evidence to show what happened to it. This would include a shortage disclosed on taking inventory or auditing records. This Exclusion does not apply to property in the custody of a carrier for hire.

k. Neglect to Protect Property

Neglect to use all reasonable means to save and preserve property from further damage at and after time of the direct physical loss or damage.

l. Rain, Snow, Ice, Sleet to Property in the Open

Rain, snow, ice or sleet to personal property while in the open. This Exclusion does not apply to property in the custody of a carrier for hire.

m. Settling, Cracking to Buildings or Structures

(1) Settling, cracking, shrinking or expansion of buildings or structures, bridges, roadways, walks, patios or concrete or paved surfaces.

(2) But if direct physical loss or damage to Covered Property by a Covered Cause of Loss results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.

n. Smoke (Agricultural or Industrial)

Smoke, vapor or gas from agricultural smudging or industrial operations.

o. Steam Explosions

Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

p. Testing

- (1) A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
- (2) An insulation breakdown test of any type of electrical equipment.
- (3) But if direct physical loss or damage to Covered Property by a "Specified Cause of Loss" results, we will pay for the resulting loss or damage caused by that "Specified Cause of Loss."

q. Unauthorized Transfer of Property

Unauthorized transfer of property that has been transferred to any person or to any place outside your premises on the basis of unauthorized instructions.

r. Voluntary Parting

Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

3. We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.f.** But if direct physical loss or direct physical damage to Covered Property by a Covered Cause of Loss results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.

- a.** Wear and tear, or change in color, texture, or finish;
- b.** Rust, corrosion, decay, or deterioration;

- c. Hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- d. Maintenance;
- e. Smog; or
- f. Shrinkage, evaporation, or loss of weight of "Stock".

C. Limitations

The following limitations apply to all policy forms and endorsements:

We will not pay for loss of or damage to property, as described and limited below. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited below.

- 1. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

- 2. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
- 3. The interior of any building or structure, or personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - a. The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - b. The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- 4. "Theft" of "Electronic Data".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY CHOICE - CAUSE OF LOSS - EQUIPMENT BREAKDOWN

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 **PROPERTY CHOICE CONDITIONS AND DEFINITIONS** for definitions.

A. COVERED CAUSE OF LOSS - EQUIPMENT BREAKDOWN

The definition of Covered Causes of Loss includes Equipment Breakdown Accident to Equipment Breakdown Property, as defined and limited below:

1. Equipment Breakdown

a. Equipment Breakdown Accident means direct physical loss or direct physical damage as follows:

- (1) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- (2) Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires;
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
- (4) Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
- (5) Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

b. Equipment Breakdown Property means property:

- (1) that generates, transmits or utilizes energy, including electronic

communications and data processing equipment; or

- (2) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

Equipment Breakdown Property may utilize conventional design and technology or new or newly commercialized design and technology.

c. The following is not Equipment Breakdown Property:

- (1) Any structure, foundation, cabinet, or compartment;
- (2) Any insulating or refractory material;
- (3) Any sewer piping, any underground vessels or piping, any piping forming a part of a sprinkler system or water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- (4) Any draglines, excavation or construction equipment;
- (5) Any equipment manufactured by you for sale;
- (6) Any satellite, or any equipment mounted on a satellite; or
- (7) Any vehicle or any equipment mounted on a vehicle. As used here, vehicle means any machine or apparatus that is used for transportation or moves under its own power. Vehicle includes, but is not

limited to, car, truck, bus, trailer, train, aircraft, spacecraft, watercraft, forklift, bulldozer, tractor or harvester. However, any property that is stationary, permanently installed at a "Scheduled Premises" and that receives electrical power from an external power source will not be considered a vehicle.

- d. Limit of Insurance:** The most we will pay in any one Equipment Breakdown Accident to Equipment Breakdown Property is the lesser of the applicable Limit of Insurance for:

- (1) Building and Business Personal Property or Business Interruption as shown in the Property Choice Schedule of Premises and Coverages or
- (2) Equipment Breakdown Limit of Insurance as shown in the Property Choice Schedule of Premises and Coverages.

2. Equipment Breakdown Coverage Extensions

The following Coverage Extensions apply to loss or damage to Covered Property caused by or resulting from an Equipment Breakdown Accident to Equipment Breakdown Property:

a. CFC Refrigerants

We will pay for the additional costs to repair or replace Covered Property beyond what would have been necessary had no refrigerant containing CFC (chlorinated fluorocarbon) substances been involved in the Equipment Breakdown Accident.

The most we will pay for each occurrence of covered loss or damage under this Coverage Extension is the CFC Refrigerants Limit of Insurance stated in the Property Choice Schedule of Premises and Coverages, but not more than the least amount to:

- (1) Repair the damaged property and replace any lost CFC refrigerant;
- (2) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
- (3) Replace the system with one using a non-CFC refrigerant.

This Coverage Extension is included within the Covered Property Limit of Insurance.

b. Hazardous Substances

We will pay for the additional costs to repair or replace Covered Property

beyond what would have been necessary had the Equipment Breakdown Accident not caused contamination by a Hazardous Substance. This includes the additional expenses to clean up or dispose of such property.

As used in this Coverage Extension, Hazardous Substance means any substance that has been declared to be hazardous to health by a governmental agency.

The most we will pay for each occurrence of covered loss or damage under this Coverage Extension is the Hazardous Substances Limit of Insurance stated in the Property Choice Schedule of Premises and Coverages.

This Coverage Extension is included within the Covered Property Limit of Insurance.

c. Spoilage

We will pay for your loss of perishable goods due to:

- (1) Spoilage; or
- (2) Contamination caused by the release of refrigerants, including but not limited to ammonia; caused by or resulting from an Equipment Breakdown Accident to Equipment Breakdown Property located at the premises.

We will not pay for loss or damage as a result of your failure to use all reasonable means to protect the perishable goods from damage following an Equipment Breakdown Accident.

We will also pay any necessary expenses you incur to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

If you are unable to replace the perishable goods before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the perishable goods at the time of the Equipment Breakdown Accident, less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.

As used in this Coverage Extension, perishable goods means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.

The most we will pay for in any one occurrence under this Coverage Extension is the Causes of Loss Equipment Breakdown Spoilage Limit of Insurance as stated in the Property Choice Schedule of Premises and Coverages.

This is included within the Covered Property Limit of Insurance.

d. Expediting Expenses

(Related to Equipment Breakdown)

(1) In the event of a loss or damage caused by or resulting from an Equipment Breakdown Accident to Equipment Breakdown Property at "Scheduled Premises", "Newly Acquired Premises", and "Unnamed Premises", we will pay for the reasonable and necessary additional expenses you incur to:

- (a) Make temporary repairs;
 - (b) Expedite permanent repair or replacement of damaged property; or
 - (c) Provide training on replacement machines or equipment.
- (2) This includes overtime wages, the extra cost of express or other rapid means of transportation, and expenses to bring computer systems back to operational status.
- (3) The most we will pay under this Coverage Extension is the applicable limit of insurance as shown in Property Choice Schedule of Premises and Coverages - Causes Of Loss - Equipment Breakdown Expediting Expenses. This is an additional amount of insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAUSE OF LOSS - ELECTRONIC VANDALISM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Words and phrases that appear in quotation marks have special meaning. Refer to Form PC 00 90 **PROPERTY CHOICE CONDITIONS AND DEFINITIONS** for definitions.

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART

A. COVERED CAUSE OF LOSS

1. Electronic Vandalism

- a. Electronic Vandalism, as defined and limited below, is added as a Covered Cause of Loss.

- b. Electronic Vandalism means:

- (1) A virus, malicious code or similar instruction introduced into and enacted on a computer system (including "Electronic Data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation; or

- (2) Manipulation of your computer system, including "Electronic Data", by any person(s) for the purpose of diverting or destroying "Electronic Data".

whether or not there has been any physical loss or physical damage to "Computer Equipment" or "Electronic Data".

Paragraphs (1) and (5) of Exclusion **B.2.g. Electronic Vandalism** found in the Property Choice Covered Causes of Loss and Exclusions Form do not apply to the insurance specifically provided under this Endorsement. The other paragraphs of the Electronic Vandalism Exclusion continue to apply.

- c. Paragraph **B.3 Limitation - Interruption of Computer Operations** found in any Property Choice Business Income Coverage Form, Property Choice Rental Income Coverage Form, or Property Choice Extra Expense Coverage Form

attached to this Coverage Part is deleted and replaced with the following Limitation:

3. Business Income, Rental Income, and Extra Expense Limitation - Network Outage

- a. Coverage for Business Income or Rental Income applies only when a suspension of operations is caused by a network outage, which is an actual and measurable failure, interruption, degradation, suspension or delay in service caused by or resulting from Electronic Vandalism.

- b. Coverage for Extra Expense applies only when the action is taken to reduce, minimize or stop a suspension of operations caused by network outage, which is an actual and measurable failure, interruption, degradation, suspension or delay in service caused by or resulting from Electronic Vandalism.

2. Coverage Extensions

a. Denial of Service - Business Income, Rental Income or Extra Expense

Denial of Service Attack, as defined and limited below, is added as a Covered Cause of Loss with respect to the following coverages, if attached to this Coverage Part: Business Income, Rental Income and Extra Expense. Denial of Service Attack means the malicious direction of a high volume of worthless inquiries to web site or e-mail destinations, effectively denying or limiting legitimate access.

This Coverage applies to Denial of Service Attacks:

- (1) That originate anywhere in the world; and
- (2) Whether or not there has been any physical loss or physical damage to "Electronic Data".
- (3) The most we will pay for the sum of all loss in any one "Policy Year" due to Denial of Service Attack is \$25,000.

b. Good Faith Advertising Expense

- (1) If we make payment for loss or damage caused by or resulting from Denial of Service or Electronic Vandalism as provided under Denial of Service - Business Income, Rental Income or Extra Expense, Electronic Extortion Demand, Electronic Vandalism or Web Site and Internet Services Coverages, we will pay for the reasonable advertising expenses you incur solely to regain customer good faith.
- (2) The most we will pay for the sum of all reasonable advertising expenses under this provision in any one "Policy Year" is \$25,000.

c. Electronic Extortion Demand

- (1) We will reimburse ransom monies paid by you resulting from a covered electronic extortion demand. Ransom monies mean money that you have surrendered to meet an actual electronic extortion demand which is first made during the "Policy Year". Electronic extortion demand means the introduction of malware into your computer system that causes the loss of use of, inability to access, or inability to manipulate electronic data or the non-functionality of any computer processing equipment coupled with a demand of ransom monies for the subsequent removal of the malware from your computer system. All demands for the same malware attack will be deemed to constitute a single electronic extortion demand.
- (2) We will not pay any ransom monies:
 - (a) In connection with any claim for reimbursement for, based upon, arising from or in any way related to any fraudulent, dishonest or criminal acts by you, or any person authorized by you to have custody of ransom monies.

(b) Due to confiscation or expropriation of ransom monies by any governmental authority.

(c) Due to your failure to realize income.

(d) Due to your failure to comply with any of the following **Additional Conditions**:

- i. You shall give oral or written notice of an electronic extortion demand as soon as practicable to us;
- ii. You shall make every reasonable effort to notify the police or other law enforcement agency having jurisdiction over such "occurrence" and comply with such agencies' recommendations and instructions;
- iii. You shall determine, and aid in determining, that the electronic extortion demand is genuine and has actually occurred;
- iv. You shall use all reasonable efforts not to disclose the existence of this Additional Coverage or any payments made hereunder;
- v. You shall use all due diligence and do all things reasonably practicable to avoid or diminish any payment; and
- vi. You shall furnish to us affirmative proof of payment with full particulars of the loss sustained.

(3) The most we will pay in total in any one "Policy Year" for all electronic extortion demands regardless of the number of electronic extortion demands made in any one "Policy Year" is \$10,000. This is the only Limit of Insurance that applies to Electronic Extortion Demand.

B. LOSS PAYMENT AND VALUATION

1. In the event of loss or damage to "Electronic Data" caused by or resulting from Electronic Vandalism, we will determine the value of the "Electronic Data" at the actual, reasonable and necessary costs you incur to restore or replace the "Electronic Data".

We will not pay for costs or expenses you incur to:

- a. Identify or remediate any errors or vulnerabilities or to update, restore, replace, upgrade, maintain or improve any "Computer Equipment" or computer system;
- b. Update, replace, restore or improve any "Electronic Data" to a level beyond the condition in which it existed immediately preceding the Electronic Vandalism; or
- c. Duplicate research that led to development of your "Electronic Data" or any proprietary or confidential information or intellectual property in any form.

To the extent that "Electronic Data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "Electronic Data" was stored, with blank media of substantially identical type.

If you recover from a licensor, lessor or any other party for loss or damage to "Electronic Data", our loss payment to you will be reduced by the amount of such recovery.

2. In the event of loss or damage to "Computer Equipment" caused by or resulting from Electronic Vandalism, we will determine the value at the valuation basis applicable to Business Personal Property.
3. If the Extra Expense coverage applies and in the event you incur actual, necessary and reasonable Extra Expense, as provided and limited under this Coverage Part, then we will not pay for any of the following:
 - a. Costs or expenses incurred to update or improve any "Computer Equipment" or computer system;
 - b. Costs or expenses incurred to identify or remediate vulnerabilities or errors in any "Computer Equipment" or computer system unrelated to the loss or damage;
 - c. Contractual liability, or the value of, or associated with, any contract including, but not limited to, any sums due pursuant to a contractual provision for liquidated damages, agreed penalties, or similar remedy; or
 - d. Ransom monies to restore the use of, ability to access, or ability to manipulate "Electronic Data" or to restore the functionality of any "Computer Equipment" or computer system, except to the extent covered in the Electronic Extortion Demand Coverage Extension.
4. We will not pay for loss or damage caused by "theft," observation, publication, unauthorized access to or loss of confidentiality of "Electronic Data".

C. LIMIT OF INSURANCE

1. The most we will pay under this endorsement in total for all loss or damage from all "occurrences" during the "Policy Year", regardless of the number of coverages applicable, the number of premises or the number of "occurrences" during the "Policy Year", is the lesser of:
 - a. The Limits of Insurance applicable to Building, Business Personal Property, Business Income or Rental Income and Extra Expense; or
 - b. "Policy Year" Limit of Insurance applicable to Electronic Vandalism shown in the Property Choice Schedule of Premises and Coverages.
2. Any amounts payable under this endorsement, any Coverage, Additional Coverage or Coverage Extension contained in this Coverage Part including, but not limited to, the Cloud Computing Coverage endorsement or the Website and Internet Services Additional Coverage, are included in and do not increase the Electronic Vandalism "Policy Year" Limit of Insurance.
3. This Coverage does not apply to any "occurrence" that first began prior to "Policy Year" or the inception of this Endorsement.

D. DEDUCTIBLE

1. We will not pay for any loss or damage in any one "occurrence" until the amount of loss or damage exceeds the applicable Deductible stated in the Property Choice Schedule of Premises and Coverages. Subject to the "Policy Year" Limit of Insurance, we will then pay the amount of loss in excess of the Deductible, up to the applicable Limit of Insurance.
2. We will not pay for any Business Income loss or Rental Income loss caused by Electronic Vandalism that you sustain during the 6 hours (unless a different Waiting Period for Electronic Vandalism is indicated in the Property Choice Schedule of Premises and Coverages or by endorsement) that immediately follow the time when you first discovered the Electronic Vandalism. This Waiting Period serves as a deductible. No other deductible applies to Business Income or Rental Income coverage. This Waiting Period does not apply to Extra Expense.
3. As respects the Denial of Service Coverage Extension, we will not pay for any loss of Business Income or Rental Income that you sustain during the 12 hours (unless a different Waiting Period for this Coverage is indicated in the Property Choice Schedule of Premises or Coverages or by endorsement) that

immediately follow the time when you first discovered the Denial of Service Attack. This Waiting Period serves as a deductible. No other deductible applies to Business Income or Rental Income coverage. This Waiting Period does not apply to Extra Expense.

E. DEFINITION

"Occurrence", as used in this endorsement, means:

1. An individual act or event, including any subsequent acts or events arising from, or enabled by, the original act or event; or

2. The combined total of all separate acts or events, whether or not related, or a series of acts or events, whether or not related committed by the same person or entity acting alone or in collusion with other persons or entities during the Policy Period shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLOUD COMPUTING COVERAGE

This Endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART

A. Property Choice - Specialized Property Insurance Coverages endorsement is revised as follows:

1. LOSS OF OR DAMAGE TO ELECTRONIC DATA AT CLOUD COMPUTING FACILITY

a. The following is added to Section A. Additional Coverages - Unnamed Premises:

We will pay for loss or damage to your "Electronic Data" caused by or resulting from a Covered Cause of Loss while at a Cloud Computing facility located anywhere in the world. A Cloud Computing facility means a facility operated by a Cloud Computing provider with whom you have a written contract.

b. With respect to the coverage provided under this Cloud Computing provision:

(1) Unnamed Premises includes the premises of a Web Site, Communications or Internet Services provider.

(2) The Coverage Territory General Condition found in the Property Choice Conditions and Definitions form does not apply.

(3) This is the only insurance that applies to loss or damage to your "Electronic Data" at Cloud Computing facilities.

2. LIMIT OF INSURANCE

a. The most we will pay for loss or damage in any one occurrence regardless of the types or number of Cloud Computing facilities or Causes of Loss involved is the Limit of Insurance shown in the applicable Property Choice - Specialized Property Insurance Coverages endorsement: Additional Coverage: Unnamed Premises: At all Unnamed Premises: Business Personal Property.

b. Refer to any optional Covered Cause(s) of Loss endorsement that is attached to this Coverage Part for an applicable "Policy Year" Limit of Insurance.

B. If a Limit of Insurance is shown in the Property Choice Schedule of Premises and Coverages for Business Income, Rental Income or Extra Expense Coverage then the following applies:

The Additional Coverage - Unnamed Premises found in the following endorsements:

Property Choice Business Income and Extra Expense - Additional Coverages;

Property Choice Business Income - Additional Coverages;

Property Choice Professional Business Income - Additional Coverages;

Property Choice 12 Month Business Income - Additional Coverages;

Property Choice Rental Income - Additional Coverages; or

Property Choice Extra Expense - Additional Coverages;

is revised as follows:

1. BUSINESS INCOME, RENTAL INCOME OR EXTRA EXPENSE DUE TO LOSS OF OR DAMAGE TO ELECTRONIC DATA AT CLOUD COMPUTING FACILITY

a. The following is added to Additional Coverage - Unnamed Premises:

We will pay for the actual loss of Business Income, Rental Income or Extra Expense you incur, if applicable due to loss or damage to your "Electronic Data", caused by or resulting from a Covered Cause of Loss while at a Cloud Computing facility located anywhere in the world. A Cloud Computing facility means a facility operated by a Cloud Computing provider with whom you have a written contract.

- b. With respect to the coverage provided under this Cloud Computing provision:
 - (1) Unnamed Premises includes the premises of a Web Site, Communications or Internet Services provider.
 - (2) The Coverage Territory General Condition found in the Property Choice Conditions and Definitions form does not apply.
 - (3) This is the only insurance that applies to the actual loss of Business Income, Rental Income or Extra Expense, if applicable, due to loss or damage to your "Electronic Data" at Cloud Computing facilities.
- c. We will not pay for any loss of Business Income or Rental Income until the necessary interruption of your business operations exceeds 12 hours (unless a different Waiting Period for this Coverage is indicated in the Property Choice Schedule of Premises or

Coverages or by endorsement applicable to Unnamed Premises). We will not pay for any loss of Business Income or Rental Income you sustain in any one occurrence during such time period. This Waiting Period does not apply to Extra Expense.

2. LIMIT OF INSURANCE

- a. The most we will pay for the actual loss of Business Income or Rental Income sustained or Extra Expense incurred in any one occurrence regardless of the types or number of Cloud Computing facilities involved is the Limit of Insurance shown in the applicable Property Choice Business Income or Rental Income or Extra Expense - Additional Coverage - Unnamed Premises.
- b. Refer to any optional Covered Cause(s) of Loss endorsement that is attached to this Coverage Part for an applicable "Policy Year" Limit of Insurance.



QUICK REFERENCE

BUSINESS CRIME

Property Choice Common Crime Coverages Form

- | | |
|--|---|
| <p>A. Insuring Agreements</p> <p>B. Additional Coverage – Claim Expense</p> <p>C. Limit of Insurance</p> <p>D. Deductible</p> <p>E. Exclusions</p> <p>F. Crime Common Conditions</p> <p style="padding-left: 20px;">1. Conditions applicable to all Insuring Agreements</p> <p style="padding-left: 40px;">a. Additional Premises or Employees</p> <p style="padding-left: 40px;">b. Concealment, Misrepresentation or Fraud</p> <p style="padding-left: 40px;">c. Consolidation – Merger or Acquisition</p> <p style="padding-left: 40px;">d. Cooperation</p> <p style="padding-left: 40px;">e. Duties in the Event of Loss</p> <p style="padding-left: 40px;">f. Employee Benefit Plan(s)</p> <p style="padding-left: 40px;">g. Extended Period to Discover Loss</p> <p style="padding-left: 40px;">h. Joint Insured</p> <p style="padding-left: 40px;">i. Legal Action Against Us</p> | <p>j. Other Insurance</p> <p>k. Ownership of Property; Interests Covered</p> <p>l. Policy Bridge – Discovery Replacing Loss Sustained</p> <p>m. Records</p> <p>n. Recoveries</p> <p>o. Territory</p> <p>p. Transfer of Your Rights of Recovery Against Others to Us</p> <p>q. Valuation - Settlement</p> <p>2. Conditions Applicable to Insuring Agreement A.1. Employee Theft.</p> <p>3. Conditions Applicable to Insuring Agreement A.2. Forgery or Alteration.</p> <p>4. Condition Applicable To Insuring Agreement A.4. Outside the Premises – Theft of Money and Securities.</p> <p>5. Conditions Applicable To Insuring Agreement A.5. Computer Fraud.</p> <p>G. Definitions</p> |
|--|---|



PROPERTY CHOICE COMMON CRIME COVERAGES FORM (BUSINESS CRIME)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G. Definitions**.

A. INSURING AGREEMENTS

Coverage is provided under the following INSURING AGREEMENTS for which a corresponding Limit of Insurance is shown in the Property Choice Schedule of Premises and Coverages, or Endorsements and applies to loss which is to your financial detriment and that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by you during the Policy Period shown in the Property Choice Declarations or during the period of time provided in the Extended Period To Discover Loss - CRIME COMMON CONDITION **F.1.g.**:

1. Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Forgery or Alteration

a. We will pay for loss resulting from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
- (2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph **2. a.** above, on the basis that it has been forged

or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses you incur and pay in that defense. The amount that we will pay is in addition to the limit of Insurance applicable to this Insuring Agreement.

3. Inside the Premises - Theft of Money and Securities

- a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premise" resulting from "theft", disappearance or destruction.
- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.
- c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

4. Outside the Premises - Theft of Money and Securities

We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.

5. Computer and Funds Transfer Fraud

We will pay for loss of or damage to "money", "securities", and "other property" resulting directly from: the use of any computer to fraudulently cause:

- a. A transfer of that property from inside the "premises" or "banking premises":
 - (1) To a person (other than a "messenger") outside those "premises"; or

(2) To a place outside those "premises".

- b. The loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

6. Money Orders and Counterfeit Paper Currency

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit" paper currency that is acquired during the regular course of business.

7. Deception Fraud

We will pay for loss to "money", "securities" and "other property" when you, or anyone to whom you have entrusted "money", "securities" and "other property", voluntarily parts with such "money", "securities" and "other property" due to any fraudulent scheme, trick, device or false pretense.

B. ADDITIONAL COVERAGE - CLAIM EXPENSE

- 1. In the event of covered loss or damage we will pay for reasonable expenses incurred by you at our specific request to assist us in:
 - a. The investigation of a claim or suit; or
 - b. The determination of the amount of loss, such as taking inventory or auditing business records.
- 2. The most we will pay in any one occurrence is \$10,000. This is an additional amount of insurance.

C. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations, Schedules or Endorsements.

Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

D. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the applicable Deductible Amount shown in the Declarations, Schedules or Endorsements. We will then pay for the amount of loss in excess of the Deductible

amount, up to the Limit of Insurance. In the event that more than one Deductible Amount could apply to the same loss, only the highest Deductible Amount will be applied.

E. EXCLUSIONS

1. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

This insurance does not apply to:

a. Acts Committed By You, Your Partners Or Your Members

Loss resulting from "theft" or any other dishonest act committed by:

- (1) You; or
- (2) Any of your partners or "members"; whether acting alone or in collusion with other persons.

b. Acts Of Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Of Employees, Managers, Directors, Trustees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement **A.1. Employee Theft**.

d. Confidential Information

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

e. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

f. Indirect Loss

Loss that is an indirect result of any act or occurrence covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or loss from damage to property. Any Business Income Coverage Form or Extra Expense Coverage Form that is attached to this policy does not apply.
- (2) Payment of damages of any type for which you are legally liable.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance, except as provided above in Section **B. ADDITIONAL COVERAGE - CLAIM EXPENSE.**

g. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action except when covered under insuring Agreement **A. 2. Forgery or Alteration.**

h. Nuclear Hazard

Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.

i. "Pollutants and Contaminants"

We will not pay for loss or damage caused by, resulting from, arising out of, or in any way related to the discharge, dispersal, seepage, migration, release or escape of "Pollutants and Contaminants".

Pollutants and Contaminants as used in this exclusion means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemical and waste, or any other material which causes or threatens to cause physical loss, damage, impurity to property, unwholesomeness, undesirability, loss of marketability, loss of use of property or which threatens human health or welfare. Waste includes materials to be recycled, reconditioned or reclaimed.

j. War and Similar Actions

Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

2. ADDITIONAL EXCLUSIONS APPLICABLE TO EMPLOYEE THEFT

Insuring agreement **A.1. Employee Theft** does not apply to:

a. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit or loss computation.

However, were you to establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount claimed.

b. Trading

Loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.

c. Warehouse Receipts

Loss resulting from fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it.

3. ADDITIONAL EXCLUSIONS APPLICABLE TO A.3. INSIDE THE PREMISES - THEFT OF MONEY AND SECURITIES - AND A.4. OUTSIDE THE PREMISES - THEFT OF MONEY AND SECURITIES

Insuring Agreements **A.3. Inside the Premises - Theft of Money and Securities -** and **A.4. Outside the Premises - Theft of Money and Securities,** do not apply to:

a. Accounting Or Arithmetic Errors Or Omissions

Loss resulting from accounting or accounting or arithmetical errors or omissions.

b. Exchanges or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Fire

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and

(2) Loss from damage to a safe or vault.

d. Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

f. Transfer or Surrender Of Property

(1) Loss of or damage to property that has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

- (a) On the basis of unauthorized instructions; or
- (b) As a result of a threat to do bodily harm to any person; or
- (c) As a result of a threat to do damage to any property; or
- (d) As a result of a threat to introduce a denial of service attack into your computer system; or
- (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system; or
- (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
- (g) As a result of a threat to disseminate, divulge or utilize:
 - (i) Your confidential information; or
 - (ii) Weaknesses in the source code within your computer system.

(2) But, this Exclusion does not apply under Insuring Agreement **A.4. Outside the Premises - Theft of Money and Securities** to loss of "money", or "securities" while outside the "premises" in the care and custody of a "messenger" if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or

- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting of Title to or Possession of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. ADDITIONAL EXCLUSIONS APPLICABLE TO COMPUTER AND FUNDS TRANSFER FRAUD

Insuring Agreement **A.5. Computer and Funds Transfer Fraud** does not apply to:

a. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

b. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit or loss computation.

5. ADDITIONAL EXCLUSIONS APPLICABLE TO DECEPTION FRAUD

Insuring Agreement **A.7. Deception Fraud** does not cover:

Loss of "money", "securities" and "other property" when the person committing the fraudulent scheme, trick, device or false pretense is an "employee".

F. CRIME COMMON CONDITIONS

The following Conditions apply in addition to the Common Policy Conditions:

1. Conditions applicable to all Insuring Agreements

a. Additional Premises Or Employees

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of,

another entity, such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Property Choice Declarations.

b. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- (1) This insurance;
- (2) The property covered under this insurance;
- (3) Your interest in the property covered under this insurance; or
- (4) A claim under this insurance.

c. Consolidation - Merger or Acquisition

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity, any additional persons who become "Employees" or you acquire the use and control of any additional premises:

- (1) You must give us written notice and obtain our written consent to extend this insurance to such additional "employees" or "premises". We may condition our consent upon payment of an additional premium; but
- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

d. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

e. Duties in the Event of Loss

After you discover a loss or a situation that may result in loss of or damage to

"money", "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreements **A.1. Employee Theft** or **A.2. Forgery or Alteration**) involves a violation of a law you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days from when we request the information.
- (5) Cooperate with us in the investigation and settlement of any claim.

f. Employee Benefit Plan(s)

- (1) The "employee benefit plan(s)" shown in the Declarations, Schedules or endorsements are included as Insureds under Insuring agreement **A.1. Employee Theft**.
- (2) If any "employee benefit plan(s)" is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for Insuring Agreement **A.1. Employee Theft** that is sufficient to provide a limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured.
- (3) With respect to losses sustained or "discovered" by any such Plan, Insuring Agreement **A.1. Employee Theft** is replaced by the following:
We will pay for loss of or damage to "funds" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.
- (4) If the first Named Insured is an entity other than a Plan, any payment we make to that Insured for loss sustained by any Plan will be held by that Insured for the use and benefit of the Plan(s) sustaining the loss.
- (5) If two or more Plans are insured under this insurance, any payment we make for loss:
 - (a) Sustained by two or more Plans; or

(b) of commingled "funds" or "other property" of two or more Plans;

that arises out of one "occurrence", is to be shared by each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total Limits of Insurance of all plans sustaining loss.

- (6) The Deductible Amount applicable to Insuring agreement **A.1. Employee Theft** does not apply to loss sustained by any "employee benefit plan(s)".

g. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you:

- (1) No later than 60 days from the date of that cancellation or expiration. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (2) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

h. Joint Insured

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- (2) If any Insured or partner, "member" or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- (3) An "Employee" of any Insured is considered to be an "Employee" of every Insured.
- (4) If this insurance or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:
 - (a) No later than 60 days from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon

the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- (b) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.

i. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

j. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

(1) Primary Insurance

When this insurance is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations, Schedules or Endorsements bears to the total limit of all insurance covering the same loss.
- (b) You have other insurance covering the same loss other than that described in Paragraph **(1)(a)**, we will only pay for the amount of loss that exceeds:

- (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or

(ii) The Deductible Amount shown in the Declarations, Schedules or Endorsements;

whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

(2) Excess Insurance

(a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.

(b) However, if loss covered under this insurance is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations, Schedules or Endorsements, by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

k. Ownership of Property; Interests Covered

The property covered under this insurance is limited to property:

- (1) That you own or lease;
- (2) That you hold for others; or
- (3) For which you are legally liable, except for property inside a premises of a "client" of yours.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

l. Policy Bridge - Discovery Replacing Loss Sustained

(1) If this insurance replaces insurance that provided you with an extended period of time after cancellation in which to discover loss and which did not terminate at the time this insurance became effective:

(a) We will not pay for any loss that occurred during the Policy Period of that prior insurance which is "discovered" by you during the extended period to "discover" loss, unless the amount of loss exceeds the Limit of Insurance

and Deductible Amount of that prior insurance. In that case, we will pay for the excess loss subject to the terms and conditions of this policy.

(b) However, any payment we make for the excess loss will not be greater than the difference between the Limit of Insurance and Deductible Amount of that prior insurance and the Limit of Insurance shown in the Declarations, Schedules or Endorsements.

We will not apply the Deductible Amount shown in the Declarations, Schedules or Endorsements to this excess loss.

(2) The Other Insurance Condition F.1. j. does not apply to this Condition.

m. Records

You must keep records of all Covered Property so we can verify the amount of any loss.

n. Recoveries

(1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or you, shall be applied net of the expense of such recovery:

- (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;
- (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
- (c) Third, to you in satisfaction of any Deductible Amount; and
- (d) Fourth, to you in satisfaction of any loss not covered under this insurance.

(2) Recoveries do not include any recovery:

- (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (b) Of original "securities" after duplicates of them have been issued.

o. Territory

This insurance covers acts committed or events occurring within the United States of America (including its territories and possessions), Puerto Rico and Canada.

p. Transfer of Your Rights of Recovery Against Others to Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

q. Valuation - Settlement

(1) Subject to Section B. Limit of Insurance, we will pay for:

(a) Loss of "Money" but only up to and including its face value. We may, at our option; pay for loss of "Money" issued by any country other than the United States of America:

- (i)** At face value of the "Money" issued by that country; or
- (ii)** In the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was discovered.

(b) Loss of "Securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:

- (i)** Pay the value of such "Securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "Securities"; or
- (ii)** Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "Securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

- i.** Value of the "Securities" at the close of business on the day the loss was discovered; or
- ii.** Limit of Insurance.

(c) Loss of or damage to "other property" for the replacement cost of the property without deduction for depreciation as of the time of loss. However, we will not pay

more than the least of the following:

- (i)** The Limit of Insurance applicable to the lost or damaged property;
- (ii)** The cost to replace the lost or damaged property with other property of comparable material and quality and used for the same purpose; or
- (iii)** The amount you actually spent that is necessary to repair or replace the lost or damaged property.

We will not pay on a replacement cost basis for any loss:

- (i)** Until the lost or damaged property is actually repaired or replaced; and
- (ii)** Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) We may, at our option, pay for loss of, or loss from damage to, property other than "Money":

- (a)** In the "Money" of the country in which the loss occurred; or
- (b)** In the United States of America dollar equivalent of the "Money" of the country in which the loss occurred determined by the rate of exchange published in the Wall Street Journal on the day the loss was discovered.

(3) Any property that we pay for or replace becomes our property.

2. Conditions Applicable to Insuring Agreement A.1. Employee Theft

a. Termination As To Any Employee

This Insuring Agreement terminates as to any "employee":

- (1)** As soon as:
 - (a)** You; or
 - (b)** Any of your partners, "members", "managers", officers, directors, or trustees not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

- (2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition **E.1.n.** for a period of not more than 90 days.

3. Conditions Applicable to Insuring Agreement A.2. Forgery or Alteration:

a. Deductible Amount

The Deductible amount does not apply to legal expenses paid under Insuring Agreement **A.2. Forgery or Alteration.**

b. Electronic and Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss you sustain anywhere in the world. The Territory Condition **E.1.n.** does not apply to Insuring Agreement **A.2. Forgery or Alteration.**

4. Condition Applicable to Insuring Agreement A.4. Outside the Premises - Theft of Money and Securities

Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to:

- (1) Precious metals, precious or semiprecious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
- (2) Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Insuring Agreement A.5. Computer and Funds Transfer Fraud

a. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. COMMON CRIME CONDITION - Territory - **F.1.o.** does not apply to Insuring Agreement **A.5.**

6. Conditions Applicable To Insuring Agreement A.7. Deception Fraud

Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. COMMON CRIME CONDITION - Territory - **F.1.o.** does not apply to Insuring Agreement **A.7.**

G. Definitions

1. "Banking Premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Client" means any entity for whom you perform services under a written agreement.
3. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
4. "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
5. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

6. "Employee":

a. "Employee" means:

(1) Any natural person:

(a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;

(4) Any Natural person who is:

(a) A trustee, officer, employee, administrator or manager who is an independent contractor, of any "employee benefit plan; and

(b) A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan;

(5) Any natural person who is a former "employee", director, partner, "member", "manager", representative or trustee retained as a consultant while performing services for you;

(6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises".

(7) Any "employee" of an entity merged or consolidated with you prior to the effective date of this insurance; or

(8) Any of your "managers", directors or trustees while:

(a) Performing acts within the scope of the usual duties of an "employee"; or

(b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

b. "Employee" does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 5.a.

7. "Employee benefit plan(s)" means any welfare or pension benefit plan shown in the Declarations, Schedules or endorsements, that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

8. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

9. "Fraudulent instruction" means:

a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

b. A written instruction (other than those described in Insuring Agreement A.2. **Forgery or Alteration**) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or

c. An electronic, telegraphic, cable, teletype, telefacsimile or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.

10. "Funds" means "money" and "securities".
11. "Manager" means a person serving in a directorial capacity for a limited liability company.
12. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
13. "Messenger" means you, or a relative of yours, or any partners or "members", or any "employee" while having care custody of property outside the "premises".
14. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, registered checks and money orders held for sale to the public.
15. "Occurrence" means:
 - a. Under Insuring Agreement **A.1. Employee Theft**:
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the declarations, before such Policy Period or both.
 - b. Under Insuring Agreement **A.2. Forgery or Alteration**:
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, before such Policy Period or both.
 - c. Under All Other Insuring Agreements:
 - (1) An individual act or event;
 - (2) The combined total of all separate acts or events whether or not related; or
 - (3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the policy Period shown in the Declarations, before such Policy Period or both.
16. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property excluded under this insurance.
17. "Premises" means the interior of that portion of any building you occupy in conducting your business.
18. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".
19. "Theft" means the unlawful taking of "money", "securities", or "other property" to the deprivation of the Insured.
20. "Transfer Account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
 - a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - b. By means of written instructions (other than those described in Insuring Agreement **A.2. Forgery or Alteration**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
21. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROTECTIVE SYSTEMS - FIRE

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART

A. The following is added to the Property Choice Conditions and Definitions Form:

As a condition of this insurance, you are required to:

1. Maintain the protective safeguards stated for the "Scheduled Premises" as shown in the Property Choice - Schedule of Premises and Coverages and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position at all times any automatic fire alarm or other automatic system listed in the Property Choice Schedule of Premises and Coverages; and
3. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Property Choice Schedule of Premises and Coverages.

However, if part of an Automatic Sprinkler System or Automatic Commercial Cooking Exhaust And Extinguishing System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

B. The following Exclusion is added to the Property Choice Covered Causes of Loss and Exclusions form:

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you failed to comply with any condition set forth in Paragraph A.

C. The following descriptions **C.1.** through **C.4.** apply to the protective systems referenced in the Property Choice - Schedule of Premises and Coverages.

1. Automatic Fire Extinguishing System means:

- a. Any automatic fire protective or extinguishing system, including connected:
 - (1) Sprinklers and discharge nozzles;
 - (2) Ducts, pipes, valves and fittings;
 - (3) Tanks, their component parts and supports; and
 - (4) Pumps and private fire protective mains.
- b. Non-automatic fire protective systems, hydrants, standpipes and outlets, all when supplied from an automatic fire protective system.

Including any related supervisory services.

2. Automatic Fire Alarm is a system protecting the entire building, that is:

- a. Connected to a central station; or
- b. Reporting to a public or private fire alarm station.

3. Security Service is a system having recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

4. Service Contract is a contract with a privately owned fire department providing fire protection service to the "Scheduled Premises".

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**COMMERCIAL INLAND MARINE
COVERAGE PART - DECLARATIONS**



POLICY NUMBER: 20 UUN IB5054

This COMMERCIAL INLAND MARINE COVERAGE PART consists of:

- A. This Declarations;
- B. Commercial Inland Marine Conditions; and
- C. Any Coverage Forms, Endorsements and Schedules issued to be a part of this Coverage Part and listed below.

Summary of Commercial Inland Marine Coverage and Premium:

Type of Coverage

Advance Premium

CONTRACTOR'S EQUIPMENT

██████████

INSTALLATION

██████████

TERRORISM

█ ██████

Total Advance Premium

██████████

The following applies to coverages that are subject to Reporting requirements:

Type of Coverage:

Deposit Premium:

Premium Base:

Computed on:

Reporting Period

Adjustment Period:

Reporting Rate:

Minimum Premium:

AUDIT PERIOD: 5

We will adjust any losses with you and pay any claim to you and this Loss Payee jointly or as interests may appear.

Loss Payee:

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations".

Form Numbers of Coverage Forms, Endorsements and Schedules that are a part of this Coverage Part:

CM00010904	IH09520115	MS00261285	MS19150197	MS00561185
MS19011285T	MS03021190	HM99040186	IH12011185	MS19440316



Quick Reference

Commercial Inland Marine Coverage Part

READ YOUR POLICY CAREFULLY

DECLARATIONS

- o List of what forms this Coverage Part
- o Type of Coverage
- o Premium(s)
- o Loss Payee (If Applicable)
- o List of form numbers that make up this Coverage Part

COMMERCIAL INLAND MARINE CONDITIONS

LOSS CONDITIONS

- A. Abandonment
- B. Appraisal
- C. Duties In The Event of Loss
- D. Insurance Under Two or More Coverages
- E. Loss Payment
- F. Other Insurance
- G. Pair, Sets or Parts
- H. Privilege To Adjust With Owner
- I. Recoveries
- J. Reinstatement of Limit After Loss
- K. Transfer of Rights of Recovery Against Others To Us

GENERAL CONDITIONS

- A. Concealment, Misrepresentation or Fraud
- B. Legal Action Against Us
- C. No Benefit to Bailee
- D. Policy Period
- E. Valuation

COVERAGE FORMS(S)

- A. COVERAGE**
- B. EXCLUSIONS**
- C. LIMITS OF INSURANCE**
- D. DEDUCTIBLE**
- E. ADDITIONAL CONDITIONS**
- F. DEFINITIONS**

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of the loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Part

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and

2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. Disclosure Of Federal Share of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses as indicated in the table below that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate insured losses attributable to "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, as amended (TRIA), exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States Government has not charged any premium for their participation in covering terrorism losses.

B. Cap On Insurer Liability For Terrorism Losses

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism under TRIA. The criteria contained in TRIA, for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with Treasury procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

C. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion and the War And Military Action Exclusion.



CONTRACTOR'S EQUIPMENT COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. DEFINITIONS**.

A. COVERAGE

We will pay for "loss" to Covered Property caused by or resulting from a Covered Cause of Loss.

1. Covered Property

- a. Covered Property means the Contractor's Equipment that is listed and described in the Contractor's Equipment Schedule and for which a Limit of Insurance is shown.
- b. Covered Property also means the Contractor's Equipment that you lease or rent from others during the policy period that is listed and described in the Contractor's Equipment Schedule and for which a Limit of Insurance is shown.
- c. Covered Property also includes Contractor's Equipment that you lease or rent or that you borrow from others that is in your care, custody or control, when it is not described in the Contractor's Equipment Schedule, and is subject to the applicable Limit of Insurance shown in the Contractor's Equipment Schedule for Contractor's Equipment-Rented, Leased or Borrowed From Others Not Described. This Limit of Insurance is in addition to the Maximum Limit of Insurance for Contractor's Equipment.

2. Property Not Covered

Covered Property does not include:

- a. Automobiles, motor trucks, tractors, trailers, or motorcycles, except when specifically described and listed with a Limit of Insurance in the Contractor's Equipment Schedule or by endorsement;
- b. Aircraft or watercraft, except when specifically described and listed with a Limit of Insurance in the Contractor's Equipment Schedule or by endorsement;
- c. Property while loaned, rented, hired, or leased to others, or while in the

possession of others under an agreement of sale, except as provided in the **Equipment Leased or Rented to Others Additional Coverage**;

- d. Property while waterborne or airborne, except while in transit in the custody of a carrier for hire; or
- e. Contraband or property in the course of illegal transportation or trade.

3. Covered Cause of Loss

Covered Cause of Loss means "loss" to Covered Property except for those causes of "loss" listed in the Exclusions.

4. Additional Coverages

The following Additional Coverages are added to this Coverage Form. Unless otherwise indicated, the Limits of Insurance applicable to these Additional Coverages are in addition to the Limits of Insurance shown in the Contractor's Equipment Schedule. If a different Limit of Insurance is specified in the Contractor's Equipment Schedule for any of the Additional Coverages below, then the limit shown in the Contractor's Equipment Schedule is the most we will pay.

a. Claim Expenses

- (1) We will pay for the actual, necessary and reasonable expenses you incur in preparing claim data requests. Claim expenses, as used in this Additional Coverage, means the cost of taking inventories, making appraisals or preparing other documents that we request from you in writing.
- (2) The most we will pay in any one occurrence under this Additional Coverage is \$25,000.

b. "Pollutants and Contaminants" Clean Up and Removal

- (1) We will pay for your expense to extract "pollutants and contaminants" from land or water if the release, discharge or dispersal of the "pollutants and contaminants" is caused by or results from a Covered Cause of Loss to Covered Property which occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of "loss" or the end of the policy period, whichever is earlier.
- (2) This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants or contaminants". But we will pay for the testing which is performed in the course of extracting the "pollutants and contaminants" from land or water.
- (3) The most we will pay under this Additional Coverage is \$10,000 for any one "loss". But we will not pay more than \$25,000 for all covered expenses arising out of Covered Causes of Loss which occur during each separate policy period.

c. Debris Removal

- (1) If a "loss" caused by a Covered Cause of Loss occurs to Covered Property during the policy period, we will pay your reasonable and necessary expenses to remove debris of Covered Property.
- (2) This Additional Coverage does not apply to expenses to:
 - (a) Extract "pollutants and contaminants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Debris removal expenses will be paid only if they are reported to us in writing within 180 days of the date of "loss" or the end of the policy period, whichever is earlier.
- (4) Payment for Debris Removal is included within the applicable Limit of Insurance shown in the Contractor's Equipment Schedule for the damaged Covered Property. The most we will pay under this Additional Coverage is 25% of the amount we pay for the "loss" to Covered Property, plus the deductible in this policy applicable to

that loss or damage. When the debris removal expense exceeds the 25% limitation above, or the sum of "loss" to Covered Property and the expense for removal of Covered Property debris exceeds the applicable Limit of Insurance for the damaged Covered Property, we will pay an additional amount for debris removal expense of up to \$25,000 in any one occurrence.

d. Fire Department Service Charge

- (1) In the event that the fire department responds to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for fire department service charges:
 - (a) Assumed by contract or agreement prior to "loss"; or
 - (b) Required by local ordinance.
- (2) The most we will pay for Fire Department Service Charge in any one occurrence is \$25,000. Such limit is the most we will pay regardless of the number of responding fire departments or fire units and regardless of the number or types of services performed. No deductible applies to this Additional Coverage.

e. Fire Device Recharge

- (1) In the event that a manual or automatic fire extinguishing device is discharged:
 - (a) To fight a fire;
 - (b) As the result of a Covered Cause of Loss; or
 - (c) Due to accidental discharge; we will pay expenses you incur to recharge such equipment.
- (2) We will not pay for:
 - (a) Any costs resulting from the enforcement of any ordinance or law that regulates the recharging, repair or replacement of such fire extinguishing device or fire fighting, suppressing or controlling substance;
 - (b) Recharge of any device used for demonstration or testing purposes; or
 - (c) Recharge due to maintenance of any device or system.
- (3) The most we will pay in any one occurrence under this Additional Coverage is \$25,000.

f. Reward Coverage

- (1) We will reimburse you for rewards you have paid leading to:
 - (a) The successful return of substantially undamaged stolen articles to a law enforcement agency; or
 - (b) The arrest and conviction of any persons for having damaged or stolen any of the Covered Property.
- (2) The most we will pay in any one occurrence under this Additional Coverage is \$5,000. Reward payments must be documented in writing. No deductible applies to this Additional Coverage.

g. Employee Tools and Clothing

- (1) We will pay for "loss" to your employee's tools or work clothing caused by a Covered Cause of Loss while such tools and work clothing are located at job sites or while in transit to or from job sites in your vehicles.
- (2) The most we will pay for "loss" in any one occurrence is \$5,000, but not more than \$1,000 per employee, regardless of the number of items or employees involved. No deductible applies to this Additional Coverage.

h. Expediting Expense

- (1) We will pay the necessary and reasonable extra costs incurred to make temporary repairs and to expedite the permanent repair or replacement of Covered Property caused by "loss" due to a Covered Cause of Loss. Such expenses incurred may include, but are not limited to, costs to expedite replacement parts or materials, additional labor expense and the extra cost of express freight or other rapid means of transportation.
- (2) The most we will pay in any one occurrence under this Additional Coverage is \$25,000.

i. Newly "Owned" Contractor's Equipment

- (1) If you obtain ownership of additional Contractor's Equipment after the inception of this policy, we will pay for "loss" caused by or resulting from a Covered Cause of Loss to Newly "Owned" Contractor's Equipment.

- (2) Coverage for Newly "Owned" Contractor's Equipment will end when any of the following first occurs:

- (a) This policy expires or is cancelled;
- (b) 60 days expire after you first obtain ownership of the Newly "Owned" Contractor's Equipment;
- (c) You report values to us; or
- (d) The property is specifically scheduled or endorsed on this Coverage Form or elsewhere.

- (3) We will charge you additional premium for values reported from the date you obtain ownership of the Contractor's Equipment.

- (4) The most we will pay for "loss" to this Newly "Owned" Contractor's Equipment is the lesser of:

- (a) 25% of the Maximum Limit of Insurance shown in the Contractor's Equipment Schedule for Contractor's Equipment;
- (b) The Actual Cash Value of the Newly "Owned" Contractor's Equipment; or
- (c) \$500,000 for any single item and \$1,000,000 for all Newly "Owned" Contractor's Equipment.

j. Miscellaneous Unscheduled Tools and Equipment

- (1) We will pay for "loss" caused by or resulting from a Covered Cause of Loss to unscheduled tools and equipment owned by you while at a job site or in transit to or from a job site.
- (2) The most we will pay is \$5,000 per item, but not more than \$25,000 in any one occurrence.

k. Equipment Leased or Rented to Others

- (1) We will pay for "loss" caused by or resulting from a Covered Cause of Loss to your Covered Property that has been leased or rented to others during the policy period. It is a condition of this Additional Coverage that the lease or rental transaction must be in writing or we will not pay for the "loss" to such equipment.
- (2) The most we will pay under this Additional Coverage is \$50,000.

l. Hauling Property of Others

- (1) This insurance is extended to cover your legal liability for "loss" caused by

or resulting from a Covered Cause of Loss to Contractor's Equipment belonging to others while in your care, custody or control for the purpose of transportation to a designated site.

- (2) The most we will pay for "loss" to any one item is the lesser of:

- (a) The amount for which you become legally liable;
- (b) The Actual Cash Value of the property; or
- (c) The cost of repairing or replacing the property with property of a similar kind and quality.

But we will not pay more than \$50,000 in any one occurrence.

m. Rental Expense

- (1) We will pay the actual and necessary Rental Expense you sustain due to "loss" caused by or resulting from a Covered Cause of Loss to Covered Property that is listed and described in the Contractor's Equipment Schedule or by endorsement and for which a Limit of Insurance is shown.
- (2) Rental Expense, as used in this Additional Coverage, means the cost you incur during the "Period of Restoration" to substitute rental equipment for the Covered Property.
- (3) The most we will pay under this Additional Coverage is \$5,000 for any one item of Contractor's Equipment, \$10,000 for any one "loss" or \$25,000 for all expenses arising out of a Covered Cause of Loss occurring during each separate period of this policy.
- (4) We will not pay for the actual loss of Rental Expense you sustain until after the Waiting Period stated in the Contractor's Equipment Schedule ends. We will not pay for the actual loss of Rental Expense you sustain during such Waiting Period. No other deductible applies to the Additional Coverage for Rental Expense.
- (5) In the event of "loss" to any item of Contractor's Equipment, under this Additional Coverage, we may:
 - (a) Furnish you temporary Contractor's Equipment of a similar kind and quality; or
 - (b) Furnish you temporary Contractor's Equipment of a type to allow you to complete your work.

- (6) We will reduce the amount of payment under this Additional Coverage to the extent you can substitute other available Contractor's Equipment for the Contractor's Equipment sustaining the "loss".

- (7) If repairs cannot be made to Contractor's Equipment sustaining the "loss" because parts or items of equipment are not available due to obsolescence, we will not pay more than the smallest applicable Limit of Insurance for 60 days.

n. Continuing Rental or Lease Charges

- (1) For Covered Property that you have leased or rented from others, we will pay the continuing rental or lease charges incurred under a written lease or rental contract if such property sustains "loss" from a Covered Cause of Loss.
- (2) Under this Additional Coverage, we will pay only for:
 - (a) The charges which would have been otherwise incurred for the period of time contracted, as evidenced by the project schedule, to complete the work that the lost or damaged property was intended to perform; or
 - (b) The charges you are legally obligated to pay until the repaired or replaced leased or rented Covered Property is returned to the Lessor or otherwise made available for use.
- (3) The most we will pay under this Additional Coverage is \$25,000 in any one occurrence.

5. Coverage Extension

Increased Limit of Insurance for Attachments or Improvements made to Equipment during the Policy Period

- a. If you obtain new or additional attachments or make improvements to the Contractor's Equipment covered by this policy, we will extend the insurance provided to include the value of such attachments or improvements.
- b. The most we will pay for "loss" is the Limit of Insurance shown in the Contractor's Equipment Schedule, plus the actual cash value of the attachments or improvements made during the policy period.

B. EXCLUSIONS

1. We will not pay for "loss" caused directly or indirectly by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Governmental Action

- (1) Seizure or destruction of property by order of governmental authority.
- (2) But we will pay for "loss" caused by or resulting from acts of destruction to Covered Property ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Part.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination however caused, whether intentional or unintentional. This includes, but is not limited to, the release, dispersal or application of radioactive material, or the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination or radioactive force.
- (3) But we will pay for "loss" to Covered Property caused by resulting fire.

c. "Pollutants and Contaminants"

- (1) Discharge, dispersal, seepage, migration, release or escape of "pollutants and contaminants".
- (2) But if "loss" to Covered Property by a "Specified Cause of Loss" results, we will pay for the resulting loss or damage caused by that "Specified Cause of Loss".
- (3) This exclusion does not apply if the discharge, dispersal, seepage, migration, release or escape is itself caused by a "Specified Cause of Loss".
- (4) This exclusion does not apply to Covered Property in transit.

d. War or Military Action

- (1) War, including undeclared or civil war;
- (2) Hostile or warlike action by a military force, in time of peace or war, including action in hindering or defending against an actual or expected attack, by any of the following:

(a) Government, sovereign power (including quasi and de facto forms), or other authority maintaining or using military, naval or air forces;

(b) Military, naval or air forces; or

(c) An agent of any such government, power, authority or forces.

(3) Invasion, insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering, combating, or defending against any actual or expected event by any government, power, authority, forces or agents described in **2(a)** through **2(c)** above.

2. We will not pay for "loss" caused by or resulting from any of the following:

a. Delay, Loss of Use or Loss of Market

Delay, loss of use, loss of market, or any other cause of consequential loss.

b. Wear and Tear

Wear and tear, rust, corrosion, decay, deterioration, hidden or latent defect, or any quality in property that causes it to damage or destroy itself.

But if "loss" to Covered Property by a Covered Cause of Loss results, we will pay for the resulting "loss" caused by that Covered Cause of Loss.

c. Mechanical Breakdown

Mechanical breakdown or failure of the Covered Property.

But if "loss" to Covered Property by a Covered Cause of Loss results, we will pay for the resulting "loss" caused by that Covered Cause of Loss.

d. Missing Property

Unexplained disappearance or a shortage disclosed upon taking inventory or auditing records.

e. Artificially Generated Electrical, Magnetic or Electromagnetic Energy

Artificially generated electrical, magnetic or electromagnetic energy, including electric arcing, that damages, disturbs, disrupts or otherwise interferes with any electrical or electronic wire, device, appliance, equipment, system or network.

But we will pay for "loss" to Covered Property caused by resulting fire or explosion, except as otherwise excluded.

f. Dishonest Acts

- (1) Dishonest or criminal acts (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees, and leased workers), directors, trustees, authorized representatives or anyone else to whom you entrust the property for any purpose.
- (2) This exclusion applies:
 - (a) Whether or not the persons referred to above are acting alone or in collusion with others; and
 - (b) Whether or not the "loss" occurs during the hours of employment.
- (3) This exclusion does not apply to:
 - (a) Acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered; or
 - (b) Property entrusted to carriers for hire.

g. Voluntary Parting

Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

h. Unauthorized Transfer of Property

Unauthorized transfer of property that has been transferred to any person on the basis of unauthorized instructions.

C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the smallest applicable Limit of Insurance shown in the Contractor's Equipment Schedule or by endorsement.

Unless otherwise noted in this Coverage Form or by endorsement, the Limits of Insurance applicable to the Additional Coverages are in addition to the Limits of Insurance shown on the Contractor's Equipment Schedule.

The Maximum Limit of Insurance is the most we will pay for all "loss" in any one occurrence to Covered Property insured under this Coverage Form.

D. DEDUCTIBLE

We will adjust the "loss" in any one occurrence as a single "loss". We will not pay for "loss" in any

one occurrence until the amount of adjusted "loss" before applying the applicable Limit of Insurance exceeds the Deductible amount shown in the Contractor's Equipment Schedule or endorsement(s). We will then pay the amount of adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

If multiple deductibles apply to a "loss", we will only apply the largest applicable deductible for the item for which the claim is made unless specified by endorsement.

If there is a covered "loss" due to theft to Covered Property that is equipped with an operational location-tracking device or that is registered with National Equipment Register, no deductible applies to such Covered Property.

E. ADDITIONAL CONDITIONS

The Commercial Inland Marine Conditions and the Common Policy Conditions apply as well as those listed below:

1. Coverage Territory

We insure the Covered Property only while it is located in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. Coinsurance

If a Coinsurance percentage is shown in the Contractor's Equipment Schedule, the following condition applies.

We will not pay the full amount of any "loss" if the value of Covered Property, except property in transit, at the time of "loss" times the Coinsurance percentage shown for it in the Contractor's Equipment Schedule is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- a. Multiply the value of Covered Property at the time of "loss" by the Coinsurance percentage;
- b. Divide the Limit of Insurance of the property by the figure determined in Step a.;
- c. Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step b.; and
- d. Subtract the deductible from the figure determined in Step c.

We will pay the amount determined in Step d. or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

3. Valuation

General Condition **F. Valuation** of the Commercial Inland Marine Conditions is deleted and replaced by the following:

a. "Owned" Contractor's Equipment

In the event of covered "loss" to Covered Property "owned" by you and manufactured within a five year period prior to the "loss", we will determine the value of the Covered Property at the actual amount spent to repair, replace or rebuild the damaged property as of the time of the "loss", subject to the following:

- (1) We will not pay more for "loss" on a Replacement Cost basis than the least of:
 - (a) The Limit of Insurance applicable to the lost or damaged Covered Property;
 - (b) The amount it costs that is necessary and reasonable to replace such property with other property of similar quality and capability and used for the same function; or
 - (c) The amount you actually spend that is necessary and reasonable to repair or replace the damaged Covered Property with other property of similar quality and capability and used for the same function.
- (2) We will pay on an Actual Cash Value basis until the lost or damaged property is actually repaired or replaced.
- (3) If the Covered Property is not repaired or replaced within 180 days of the date of "loss", we will value the property on an Actual Cash Value basis.

b. Contractor's Equipment Leased or Rented From Others

In the event of covered "loss" to Covered Property that you lease or rent from others under a written lease or rental agreement and that is manufactured within a five year period prior to the "loss", we will determine the value of the Covered Property at the actual amount spent to repair, replace or rebuild the damaged property as of the time of the "loss", subject to the following:

- (1) We will not pay more for "loss" on a Replacement Cost basis than the least of:

- (a) The Limit of Insurance applicable to the lost or damaged Covered Property;
 - (b) The extent of your legal liability for "loss" to such property;
 - (c) The amount it costs that is necessary and reasonable to replace such property with other property of similar quality and capability and used for the same function; or
 - (d) The amount you actually spend that is necessary and reasonable to repair or replace the damaged Covered Property with other property of similar quality and capability and used for the same function.
- (2) We will pay on an Actual Cash Value basis until the lost or damaged property is actually repaired or replaced.
 - (3) If the Covered Property is not repaired or replaced within 180 days of the date of loss, we will value the property on an Actual Cash Value basis.

c. All Other Covered Property

In the event of "loss" to all other Covered Property not described in **E.3.a** and **E.3.b** above, the value of the Covered Property will be the lesser of the following:

- (1) The Actual Cash Value of that property;
- (2) The amount it costs that is necessary and reasonable to repair the damaged Covered Property;
- (3) The amount you actually spend that is necessary and reasonable to repair or replace the damaged Covered Property with other property of similar quality and capability and used for the same function; or
- (4) The Limit of Insurance applicable to the lost or damaged Covered Property or the extent of your legal liability for "loss" to Covered Property.

In the event of "loss", the value of the property will be determined as of the date of loss or damage.

4. Recovered Property

If either you or we recover any Covered Property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must

then return to us the amount we paid to you for the property. We will pay any recovery expenses and the expenses to repair the recovered property, subject to the applicable Limit of Insurance.

5. Minimum Premium

You must pay at least the minimum premium shown in the Declarations. The minimum premium is fully earned when this coverage takes effect and will be retained.

6. Loss Payable and Blanket Loss Payee

a. In the event of a Covered Cause of Loss to Covered Property in which both you and a Loss Payee share an insurable interest under a written agreement, we will:

- (1) Adjust losses with you; and
- (2) Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

b. This provision applies to all Covered Property for which a Loss Payee is set forth in writing on file with us or your insurance agent or insurance broker.

c. We shall not be held liable or responsible for failure to include a Loss Payee on a loss payment when we have not been notified of the Loss Payee by you or your insurance agent or insurance broker in writing prior to the date of "loss".

7. Other Insurance

General Condition **F. Other Insurance** of the Commercial Inland Marine Conditions is deleted and replaced with the following:

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering the "loss" on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

3. As respects property rented or leased from others covered under this Coverage Part, if you are required to obtain primary insurance pursuant to a written rental or lease agreement and if there is other insurance covering the same "loss" or damage, other than that described in 1. above, this insurance will be primary and the property owner's insurance will apply as excess insurance. But we will not pay more than the applicable Limit of Insurance.

F. DEFINITIONS

1. "Loss" means direct physical loss or direct physical damage.
2. "Owned" means property purchased by you or similarly acquired by you, but does not include property you borrow, rent, hire, or lease from others.
3. "Period of Restoration" means that period of time that:
 - (a) Begins at the time the Covered Cause of Loss occurs; and
 - (b) Ends on the date when the Covered Property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

The expiration date of this Policy will not cut short the "Period of Restoration".

4. "Pollutants and contaminants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste or any other material which causes or threatens to cause physical loss, damage, impurity to property, unwholesomeness, undesirability, loss of marketability, loss of use of property or which threatens human health or welfare. Waste includes materials to be recycled, reconditioned or reclaimed.
5. "Specified Cause of Loss" means fire; lightning; explosion; windstorm or hail; riot or civil commotion; vandalism; theft; volcanic action; smoke; flood; or aircraft or vehicles.



POLICY NUMBER: 20 UUN IB5054

This schedule provides supplementary information to be used with the Commercial Inland Marine Coverage indicated below.

INSTALLATION COVERAGE

Rate: **Premium:** **Deductible:** \$2,500

Description of Property Installed:

JOB SITES

Limit of Insurance

- | | |
|---|----------|
| 1. Property at a site of installation: | \$20,000 |
| 2. Property in Transit: | \$20,000 |
| 3. Property in temporary storage: | \$20,000 |
| 4. Maximum Limit: | \$20,000 |
| 5. Additional Coverage(s): See below for Description(s), Limit(s) of Insurance and Deductible(s) for other Additional Coverage(s) provided. | |

ADDITIONAL COVERAGE(S):

Description	Deductible	Limit of Insurance
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INSTALLATION COVERAGE FORM

Limited Causes of Loss

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F - DEFINITIONS.

A. COVERAGE

We will pay for direct physical "loss" to Covered Property caused by any of the Covered Causes of Loss.

1. Covered Property, as used in this Coverage Form, means:

Property of the type described in the Declarations or Schedule while:

- a. In transit;
- b. At a site of installation;
- c. At any location not described above, while in temporary storage awaiting installation.

If Covered Property is owned by others, we only cover such property to the extent of your legal liability for direct physical "loss" to such property caused by a Covered Cause of Loss.

2. Property Not Covered

Covered Property does not include:

- a. Your property at locations that you own, lease or control, other than:
 - (1) At a site of installation; and
 - (2) Places of temporary storage;
- b. Machinery, tools, equipment, forms, scaffolding or other property which will not become a permanent part of the installation;
- c. Plans, blueprints, designs, specifications or any similar property;
- d. Automobiles, motor trucks, tractors, motorcycles, trailers, aircraft or watercraft;

- e. Existing structures to which improvements, alterations, repairs or additions are being made;
- f. Property while loaned, rented, hired or leased to others by you;
- g. Contraband or property in the course of illegal transportation or trade.

3. Covered Causes of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property from only the following:

- a. Fire.
- b. Lightning.
- c. Explosion. This cause of "loss" does not include "loss" by:
 - (1) Rupture, bursting or operation of pressure relief devices; or
 - (2) Rupture or bursting due to expansion or swelling of the contents of any structure, caused by or resulting from water.
- d. Windstorm or hail, but not including:
 - (1) Frost or cold weather; or
 - (2) Ice (other than hail), snow, sleet, rain, sand or dust, whether driven by wind or not.

But we will pay for "loss" to Covered Property inside any fully enclosed vehicle or structure caused by ice, snow, sleet, rain, sand or dust, whether driven by wind or not, if the vehicle or structure first sustains damage caused by wind or hail to its roof or walls through which the ice, snow, sleet, rain, sand or dust enters.
- e. Smoke causing sudden and immediate "loss". This cause of "loss" does not include smoke from agricultural smudging or industrial operations.
- f. Aircraft or vehicles, meaning only physical contact of an aircraft, a missile, a vehicle or an object thrown up by a vehicle with the

INSTALLATION COVERAGE FORM**Limited Causes of Loss**

Covered Property or with the structure containing the Covered Property. This cause of "loss" includes "loss" by objects falling from aircraft.

We will not pay for "loss" caused by or resulting from vehicles you own or operate.

This cause of "loss" does not apply to property while in transit.

- f. Leakage or discharge of any substance from fire extinguishing equipment.
- h. Collapse of bridges, trestles, roadways, docks, piers, wharves or bulkheads.
- i. Stranding, sinking or collision of a waterborne vessel operated by others while transporting the Covered Property.
- j. Riot or civil commotion, including;
 - (1) Acts of striking employees; and
 - (2) Looting occurring at the time and place of a riot or civil commotion.
- k. Vandalism, meaning willful and malicious damage to, or destruction of, the Covered Property.
- l. Collision, derailment or overturn of a vehicle while carrying the Covered Property.
- m. Theft.

B. EXCLUSIONS

1. We will not pay for "loss" caused directly or indirectly by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".
 - a. Seizure or destruction of property by order of governmental authority.
But we will pay for acts of destruction to Covered Property ordered by governmental authority and taken at the time of a fire to prevent its spread.
 - b. (1) Any weapon employing atomic fission or fusion; or
(2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct physical "loss" to Covered Property caused by resulting fire.
 - c. (1) War, including undeclared or civil war;
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government,

sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
 - d. The enforcement of any ordinance or law:
 - (1) Regulating the construction, use or repair of any property; or
 - (2) Requiring the tearing down of any property, including the cost of removing its debris.
 - e. Penalties for noncompletion or noncompliance with contract conditions.
2. We will not pay for "loss" caused by or resulting from any of the following.
 - a. Delay, loss of use, loss of market or any other causes of consequential "loss".
 - b. Wear and tear, depreciation or obsolescence.
 - c. Leakage or discharge of water or steam resulting from the breaking or cracking of any part of a system, other than fire extinguishing equipment, or appliance containing water or steam unless the system or appliance is damaged by a Covered Cause of Loss.
 - d. Mechanical breakdown or failure, including rupture or bursting caused by centrifugal force.
But we will pay for direct physical "loss" to Covered Property caused by resulting fire or explosion, except as otherwise excluded.
 - e. Artificially generated electric current, including electric arcing, that disturbs electrical:
 - (1) Devices;
 - (2) Equipment;
 - (3) Appliances; or
 - (4) Wires.
 But we will pay for direct physical "loss" to Covered Property caused by resulting fire or explosion, except as otherwise excluded.
 - f. Unexplained disappearance.
 - g. Shortage found upon taking inventory.
 - h. Dishonest acts by:

INSTALLATION COVERAGE FORM
Limited Causes of Loss

- (1) You or any of your partners;
- (2) Your directors or trustees;
- (3) Your authorized representatives or employees; or
- (4) Anyone, other than a carrier for hire, to whom you entrusted the Covered Property, including their employees, for any purpose:

whether acting alone or in collusion with others; and

whether or not occurring during the hours of employment.

- i. Voluntary parting with any property whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Unauthorized instructions to transfer property to any person or to any place.
- k. Explosion or steam boilers, steam pipes, steam engines, steam turbines, owned or leased by you, or operated under your control.

But we will pay for direct physical "loss" to Covered Property caused by any resulting fire or combustion explosion, except as otherwise excluded.

- l. Testing, including performance, stress, pressure, and overload testing, of the Covered Property.

3. Limitations

We will not pay for direct physical "loss" to:

Steam boilers, steam pipes, steam engines, steam turbines, or pressure vessels caused by or resulting from any condition or event inside such equipment.

C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the smallest applicable Limit of Insurance shown in:

1. The Declarations;
2. The Schedule(s);
3. The Coverage Form; or
4. The Endorsement(s).

If we show a Maximum Limit of Insurance, that is the most we will pay for all "loss" in any one occurrence to Covered Property insured under this Coverage Form.

D. DEDUCTIBLE

We will adjust the "loss" in any one occurrence as a single "loss". The Deductible amount shown in the Declarations or Schedule will be subtracted from the lesser amount of:

1. The adjusted "loss"; or

2. The applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The Commercial Inland Marine Conditions and the Common Policy Conditions apply as well as those listed below:

1. Coverage Territory

We insure the Covered Property only while it is located in:

- a. The United States of America;
- b. Puerto Rico; or
- c. Canada.

2. Coinsurance

Covered Property must be insured for its total value or you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" that the applicable Limit of Insurance show in the Declarations of Schedule for the Covered Property bears to the total value of the Covered Property.

Total value means:

- a. With respect to the Covered Property at a site of installation, the actual cash value on the date of completion of the installation of all such property; or
- b. With respect to other Covered Property, the actual cash value as of the time of "loss".

This condition does not apply to Covered Property while in transit.

3. When Insurance Ends

The insurance provided by this Coverage Form will end when one of the following first occurs:

- a. This policy expires or is cancelled;
- b. The Covered Property is accepted by the purchaser;
- c. Your interest in the Covered Property ceases;
- d. You abandon the installation with no intention to complete it;
- e. 30 days after the installation is completed;
- f. The Covered Property is put to its intended use.

4. Carriers for Hire

We will not pay for "loss" if you impair our rights to recover damages from any carrier for hire.

But you may accept from carriers for hire bills of lading, receipts or contracts of transportation which contain a limitation of value of the Covered Property.

F. DEFINITIONS

"Loss" means accidental loss or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - DEDUCTIBLE

This endorsement modifies insurance provided under the following:

Commercial Inland Marine Coverage Part

If this Coverage Part contains the following
DEDUCTIBLE Clause:

We will adjust the "loss" in any one occurrence as a single "loss". The Deductible amount shown in the Declarations or Schedule will be subtracted from the lesser amount of:

1. The adjusted "loss"; or
2. The applicable Limit of Insurance.

it is amended to read as follows:

DEDUCTIBLE

We will adjust the "loss" in any one occurrence as a single "loss". We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limit of Insurance exceeds the Deductible amount shown in the Schedule or Endorsement(s). We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

**COMMERCIAL INLAND MARINE
CONTRACTOR'S EQUIPMENT SCHEDULE**
(DESCRIPTION OF EQUIPMENT, POLICY LIMITS, RATES AND DEDUCTIBLES)



POLICY NUMBER:	20 UUN IB5054
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This schedule provides supplementary information to be used with the CONTRACTOR'S EQUIPMENT COVERAGE FORM.

CONTRACTOR'S EQUIPMENT

Maximum Limit of Insurance (per occurrence):	
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CONTRACTOR'S EQUIPMENT - OWNED:

Rate:	.80
Premium:	
Deductible:	2,500
Limit of Insurance (per occurrence):	\$15,000

CONTRACTOR'S EQUIPMENT - LEASED OR RENTED FROM OTHERS:

Rate:	████
Premium:	████
Exposure Base:	\$92,000
Deductible:	\$2,500
Limit of Insurance (per occurrence):	\$92,000

WHEN LEASED OR RENTED FROM OTHERS SECTION IS COMPLETED, ITEMS WILL BE LISTED IN THE DESCRIPTION OF CONTRACTOR'S EQUIPMENT SCHEDULE

Item #	Description of Contractor's Equipment	Limit of Insurance
01	LEASED TOOLS	\$92,000

CONTRACTOR'S EQUIPMENT- ASPHALT PLANTS:

Rate:	
Premium:	
Deductible:	
Limit of Insurance (per occurrence):	

CONTRACTOR'S EQUIPMENT- CRANES:

Rate:	
Premium:	
Deductible:	
Limit of Insurance (per occurrence):	

CONTRACTOR'S EQUIPMENT - OTHER COVERAGE:

Rate:	
Premium:	
Deductible:	
Limit of Insurance (per occurrence):	

CONTRACTOR'S EQUIPMENT - OTHER COVERAGE:

Rate:	
Premium:	
Deductible:	
Limit of Insurance (per occurrence):	



Quick Reference

Commercial Auto Coverage Part

Business Auto Coverage Form

READ YOUR POLICY CAREFULLY

BUSINESS AUTO COVERAGE FORM DECLARATIONS

- o Named Insured And Address
- o Coverages, Covered Autos And Limits Of Insurance
- o Rating Exposures, Rates And Estimated Premium

BUSINESS AUTO COVERAGE FORM

Beginning on Page

PREAMBLE

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SECTION I - Covered Autos

- o Description of Covered Auto Designation
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- o Owned Autos You Acquire After the Policy Begins
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- o Certain Trailers, Mobile Equipment And
Temporary Substitute Autos 2

SECTION II - Liability Coverage

- o Coverage 2
- o Who Is An Insured 2
- o Coverage Extensions
 - Supplementary Payments 2
 - Out of State Coverage Extensions 3
- o Exclusions 3
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SECTION IV - Business Auto Conditions

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**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM**



POLICY NUMBER: 20 UUN IB5054

This COMMERCIAL AUTOMOBILE COVERAGE PART consists of:

- A. This Declarations Form;
- B. Business Auto Coverage Form; and
- C. Any Endorsements issued to be a part of this Coverage Form and listed below.

ITEM ONE - NAMED INSURED AND ADDRESS

The Named Insured is stated on the Common Policy Declarations.

ADVANCE PREMIUM: ■ ■■■■■■

AUDIT PERIOD:

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations".

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HA00040200	HA00361102	HA00121102T	CA00011013	HA21020614
CA22461116	CA21211102	CA01160218	CA01211013	CA02680218
CA05180318	CA99441013	HA99240318		

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 20 UUN IB5054

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the advance premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as "covered autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
COVERED AUTOS LIABILITY	01	\$ 1,000,000	■ [REDACTED]
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)	05	Separately stated in each Personal Injury Protection Endorsement.	
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		Separately stated in each Added Personal Injury Protection Endorsement.	
OPTIONAL BASIC ECONOMIC LOSS (New York only)		\$25,000 each eligible injured person.	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the Property Protection Insurance Endorsement.	
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)	05	Separately stated in the Medical Expense and Income Loss Benefits Endorsement.	■ [REDACTED]
AUTO MEDICAL PAYMENTS		\$ Each Insured or the limit separately stated for each "auto" in ITEM THREE.	
UNINSURED MOTORISTS	02	\$ SEE FORM HA2102 OR STATE FORM(S)	■ [REDACTED]
UNDERINSURED MOTORISTS (When not included in Uninsured Motorist Coverage)	02,	\$ SEE FORM HA2102 OR STATE FORM(S)	INCL

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 20 UUN IB5054

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (Continued)

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
PHYSICAL DAMAGE		See ITEM FOUR for hired or borrowed "autos".	
COMPREHENSIVE COVERAGE	07, 08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	■ [REDACTED]
SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus \$ deductible for each covered "auto" for "loss" caused by mischief or vandalism.	
COLLISION COVERAGE	07, 08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	■ [REDACTED]
TOWING AND LABOR		\$ or the amount separately stated for each "auto" in ITEM THREE, whichever is greater, for each disablement.	
DOWNTIME LOSS AND RENTAL REIMBURSEMENT & TOWING COVERAGE		Downtime Loss or Rental Reimbursement up to a maximum of \$100 per day, subject to a combined maximum of \$3,000 per loss. Towing up to a maximum of \$500 per "disablement" subject to a maximum \$2,500 per policy period	
		Endorsement Premium (Not included above)	
		TOTAL ADVANCE PREMIUM:	■ [REDACTED]

**COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 20 UUN IB5054

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Applicable only if "Schedule of Covered Autos You Own" is issued to form a part of this Coverage Form.
FORM HA0012 ATTACHED

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY COVERAGE

RATING BASIS IS COST OF HIRE. Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

State	Estimated Cost of Hire	Rate Per Each \$100 Cost of Hire	Advance Premium
	\$ 3,500		

TOTAL COVERED AUTOS HIRED AUTO ADVANCE PREMIUM:

■ ■■■■■

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Advance Premium
Other than a Social Service Agency	Number of Employees Number of Partners	756	■ ■■■■■
Social Service Agency	Number of Employees Number of Volunteers		

TOTAL ADVANCE PREMIUM:

■ ■■■■■

**SUPPLEMENTARY SCHEDULE FOR COMMERCIAL AUTOMOBILE
 COVERAGE PART DECLARATIONS
 BUSINESS AUTO COVERAGE FORM
 TRUCKERS COVERAGE FORM
 (Hired Auto Physical Damage)**



ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS

The Declarations is changed to include the following Coverages:

PHYSICAL DAMAGE COVERAGE

RATING BASIS IS COST OF HIRE. **Cost of hire** means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Coverages	Limit of Insurance The Most We Will Pay Deductible	Estimated Annual Cost of Hire	Rate Per Each \$100 Annual Cost of Hire	Advance Premium
Comprehensive	Actual Cash Value or Cost of Repair, whichever is less, minus \$ 100 deductible for each covered "auto", but no deductible applies to "loss" caused by fire or lightning.	3,500	■	■
Specified Causes of Loss	Actual Cash Value or Cost of Repair, whichever is less, minus \$ deductible for each covered "auto" for "loss" caused by mischief or vandalism.			
Collision	Actual Cash Value or Cost of Repair, whichever is less, minus \$ 500 deductible for each covered "auto".	3,500	■	■
TOTAL ADVANCE PREMIUM:			■	■

SCHEDULE OF COVERED AUTOS YOU OWN (ITEM THREE OF THE DECLARATIONS)



POLICY NUMBER: 20 UUN IB5054

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

 NO. 00001 04 FORD CUTAWAY ID NO. 1FDSE35L24HA36760
 GARAGED: FAIRFAX VA TERR: 125 CLASS: 03499
 ORIG. COST NEW: \$ 24,290
 TAX LOC: ZIP CODE: 22031 RADIUS: L SIZE: 7500

COVERAGES: SEQ. NO. 00001
 LIABILITY
 MED EXPENSE AND INCOME LOSS
 MED EXPENSE \$ 5,000 EACH PERSON
 UNINSURED MOTORISTS
 UNDERINSURED MOTORISTS
 COMPREHENSIVE \$ 1,000 DEDUCTIBLE
 COLLISION \$ 1,000 DEDUCTIBLE
 DISCOUNTS APPLIED:
 ANTI-THEFT

PREMIUMS

 NO. 00002 15 NISS VAN CARGO ID NO. 3N6CM0KN9FK699184
 GARAGED: FAIRFAX VA TERR: 125 CLASS: 03499
 ORIG. COST NEW: \$ 21,500
 TAX LOC: ZIP CODE: 22031 RADIUS: L SIZE: 7800

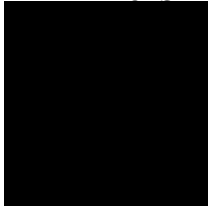
COVERAGES: SEQ. NO. 00002
 LIABILITY
 MED EXPENSE AND INCOME LOSS
 MED EXPENSE \$ 5,000 EACH PERSON
 UNINSURED MOTORISTS
 UNDERINSURED MOTORISTS
 COMPREHENSIVE \$ 1,000 DEDUCTIBLE
 COLLISION \$ 1,000 DEDUCTIBLE
 DISCOUNTS APPLIED:
 ANTI-THEFT

PREMIUMS

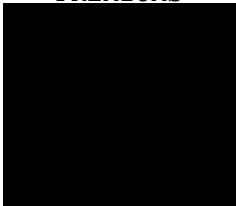
**SCHEDULE OF COVERED AUTOS YOU OWN
(ITEM THREE OF THE DECLARATIONS) (Continued)****POLICY NUMBER:** 20 UUN IB5054

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00003	10 FORD	PICKUP	ID NO. 1FTMF1EW1AKE39040
GARAGED: FAIRFAX		VA TERR: 125	CLASS: 03499
ORIG. COST NEW: \$ 28,720			
TAX LOC:	ZIP CODE: 22031	RADIUS: L	SIZE: 7500

COVERAGES:	SEQ. NO. 00003	PREMIUMS
LIABILITY		
MED EXPENSE AND INCOME LOSS		
MED EXPENSE	\$ 5,000 EACH PERSON	
UNINSURED MOTORISTS		
UNDERINSURED MOTORISTS		
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		
COLLISION \$ 1,000 DEDUCTIBLE		
DISCOUNTS APPLIED:		
ANTI-THEFT		

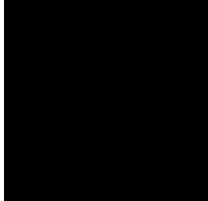
NO. 00004	11 FORD	VAN CARGO	ID NO. 1FTNE2EW5BDA10955
GARAGED: FAIRFAX		VA TERR: 125	CLASS: 03499
ORIG. COST NEW: \$ 27,055			LOSS PAYEE NO. 1
TAX LOC:	ZIP CODE: 22031	RADIUS: L	SIZE: 7500

COVERAGES:	SEQ. NO. 00004	PREMIUMS
LIABILITY		
MED EXPENSE AND INCOME LOSS		
MED EXPENSE	\$ 5,000 EACH PERSON	
UNINSURED MOTORISTS		
UNDERINSURED MOTORISTS		
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		
COLLISION \$ 1,000 DEDUCTIBLE		
DISCOUNTS APPLIED:		
ANTI-THEFT		

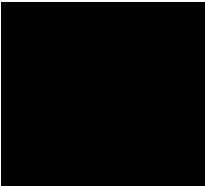
**SCHEDULE OF COVERED AUTOS YOU OWN
(ITEM THREE OF THE DECLARATIONS) (Continued)****POLICY NUMBER:** 20 UUN IB5054

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00005	09 CHEV	VAN CARGO	ID NO. 1GCFG15X391119945
GARAGED: FAIRFAX		VA TERR: 125	CLASS: 03499
ORIG. COST NEW: \$ 27,780			
TAX LOC:	ZIP CODE: 22031	RADIUS: L	SIZE: 7500

COVERAGES:	SEQ. NO. 00005	PREMIUMS
LIABILITY		
MED EXPENSE AND INCOME LOSS		
MED EXPENSE	\$ 5,000 EACH PERSON	
UNINSURED MOTORISTS		
UNDERINSURED MOTORISTS		
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		
COLLISION \$ 1,000 DEDUCTIBLE		
DISCOUNTS APPLIED:		
ANTI-THEFT		


NO. 00006	07 FORD	VAN CARGO	ID NO. 1FTNE14W37DA42063
GARAGED: FAIRFAX		VA TERR: 125	CLASS: 03499
ORIG. COST NEW: \$ 23,280			
TAX LOC:	ZIP CODE: 22031	RADIUS: L	SIZE: 7500

COVERAGES:	SEQ. NO. 00006	PREMIUMS
LIABILITY		
MED EXPENSE AND INCOME LOSS		
MED EXPENSE	\$ 5,000 EACH PERSON	
UNINSURED MOTORISTS		
UNDERINSURED MOTORISTS		
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		
COLLISION \$ 1,000 DEDUCTIBLE		
DISCOUNTS APPLIED:		
ANTI-THEFT		


**SCHEDULE OF COVERED AUTOS YOU OWN
(ITEM THREE OF THE DECLARATIONS) (Continued)****POLICY NUMBER:** 20 UUN IB5054

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00007	11 LEON	TRAILER	ID NO. 5BFAU1221BM017198
GARAGED: FAIRFAX		VA TERR: 125	CLASS: 68499
ORIG. COST NEW: \$ 25,000			
TAX LOC:	ZIP CODE: 22031	RADIUS: L	

COVERAGES:	SEQ. NO. 00007	PREMIUMS
LIABILITY		
MED EXPENSE AND INCOME LOSS		
MED EXPENSE	\$ 5,000 EACH PERSON	
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		
COLLISION \$ 1,000 DEDUCTIBLE		
DISCOUNTS APPLIED:		
ANTI-THEFT		

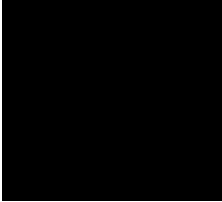
NO. 00008	11 FORD	PICKUP	ID NO. 1FTVX1EF9BKE14213
GARAGED: FAIRFAX		VA TERR: 125	CLASS: 03499
ORIG. COST NEW: \$ 33,535			LOSS PAYEE NO. 1
TAX LOC:	ZIP CODE: 22031	RADIUS: L	SIZE: 7500

COVERAGES:	SEQ. NO. 00008	PREMIUMS
LIABILITY		
MED EXPENSE AND INCOME LOSS		
MED EXPENSE	\$ 5,000 EACH PERSON	
UNINSURED MOTORISTS		
UNDERINSURED MOTORISTS		
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		
COLLISION \$ 1,000 DEDUCTIBLE		
DISCOUNTS APPLIED:		
ANTI-THEFT		


**SCHEDULE OF COVERED AUTOS YOU OWN
(ITEM THREE OF THE DECLARATIONS) (Continued)****POLICY NUMBER:** 20 UUN IB5054

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00009	13 FORD	PICKUP	ID NO. 1FTMF1CM2DKE21068
GARAGED: FAIRFAX		VA TERR: 125	CLASS: 03499
ORIG. COST NEW: \$ 28,685			LOSS PAYEE NO. 2
TAX LOC:	ZIP CODE: 22031	RADIUS: L	SIZE: 7500

COVERAGES:	SEQ. NO. 00009	PREMIUMS
LIABILITY		
MED EXPENSE AND INCOME LOSS		
MED EXPENSE	\$ 5,000 EACH PERSON	
UNINSURED MOTORISTS		
UNDERINSURED MOTORISTS		
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		
COLLISION \$ 1,000 DEDUCTIBLE		
DISCOUNTS APPLIED:		
ANTI-THEFT		


NO. 00010	11 FORD	PICKUP	ID NO. 1FTBF2B63BEB79130
GARAGED: FAIRFAX		VA TERR: 125	CLASS: 03499
ORIG. COST NEW: \$ 34,330			
TAX LOC:	ZIP CODE: 22031	RADIUS: L	SIZE: 7500

COVERAGES:	SEQ. NO. 00010	PREMIUMS
LIABILITY		
MED EXPENSE AND INCOME LOSS		
MED EXPENSE	\$ 5,000 EACH PERSON	
UNINSURED MOTORISTS		
UNDERINSURED MOTORISTS		
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		
COLLISION \$ 1,000 DEDUCTIBLE		
DISCOUNTS APPLIED:		
ANTI-THEFT		


**SCHEDULE OF COVERED AUTOS YOU OWN
(ITEM THREE OF THE DECLARATIONS) (Continued)****POLICY NUMBER:** 20 UUN IB5054

Absence, if any, of a limit entry below means that the limit entry shown in the corresponding ITEM TWO of the Declarations Limit Column applies instead.

NO. 00011	17 FORD	PICKUP	ID NO. 1FT7W2B63HED15710
GARAGED: FAIRFAX		VA TERR: 125	CLASS: 03499
ORIG. COST NEW: \$ 44,030			
TAX LOC:	ZIP CODE: 22031	RADIUS: L	SIZE: 7500

COVERAGES:	SEQ. NO. 00011	PREMIUMS
LIABILITY		
MED EXPENSE AND INCOME LOSS		
MED EXPENSE	\$ 5,000 EACH PERSON	
UNINSURED MOTORISTS		
UNDERINSURED MOTORISTS		
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		
COLLISION \$ 1,000 DEDUCTIBLE		
DISCOUNTS APPLIED:		
ANTI-THEFT		

NO. 00012	18 FORD	PICKUP	ID NO. 1FTMF1CB7JKF88052
GARAGED: FAIRFAX		VA TERR: 125	CLASS: 03499
ORIG. COST NEW: \$ 32,970			
TAX LOC:	ZIP CODE: 22031	RADIUS: L	SIZE: 7500

COVERAGES:	SEQ. NO. 00012	PREMIUMS
LIABILITY		
MED EXPENSE AND INCOME LOSS		
MED EXPENSE	\$ 5,000 EACH PERSON	
UNINSURED MOTORISTS		
UNDERINSURED MOTORISTS		
COMPREHENSIVE \$ 1,000 DEDUCTIBLE		
COLLISION \$ 1,000 DEDUCTIBLE		
DISCOUNTS APPLIED:		
ANTI-THEFT		

LOSS PAYEES

EXCEPT FOR TOWING, ALL PHYSICAL DAMAGE "LOSS" IS PAYABLE TO YOU AND THE LOSS PAYEE NAMED BELOW AS INTERESTS MAY APPEAR AT THE TIME OF "LOSS."

1. BB&T INSURANCE CENTER
PO BOX 25610-C
CHARLOTTE NC 28229
2. FORD MOTOR CREDIT
PO BOX 390910
MINNEAPOLIS MN 55439

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

- b. **Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

2. **Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
 - b. "Loss" caused by hitting a bird or animal; and
 - c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. **Coverage Extensions**

- a. **Transportation Expenses**

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
 - (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

- 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
 1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

POLICY NUMBER: 20 UUN IB5054



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF LIMITS UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:
Named Insured:

The Limit shown in ITEM TWO of the Declarations for Uninsured Motorists Coverage and for Underinsured Motorists Coverage (when not included in Uninsured Motorists Coverage) is replaced by the limits shown below for the state indicated.

SCHEDULE

COVERAGE	LIMIT	STATE
UNINSURED MOTORISTS	\$ 1,000,000 each "accident"	VA
	\$,000 each "accident"	
	\$,000 each "accident"	
	\$,000 each "accident"	
	\$,000 each "accident"	
	\$,000 each "accident"	
UNDERINSURED MOTORISTS (when not included in Uninsured Motorists Coverage)	\$,000 each "accident"	
	\$,000 each "accident"	
	\$,000 each "accident"	
	\$,000 each "accident"	
	\$,000 each "accident"	
	\$,000 each "accident"	

The state limit shown above completes the limit entry required on the endorsement(s) applicable in the same state.

POLICY NUMBER:

COMMERCIAL AUTO
CA 22 46 11 16**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****VIRGINIA MEDICAL EXPENSE AND
INCOME LOSS BENEFITS ENDORSEMENT**

For a covered "auto" licensed or principally garaged in Virginia, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE**

The insurance afforded by this endorsement is only for the coverage(s) indicated by a specific premium charge in the Declarations or in the Schedule.

Coverages	Limit Of Insurance	Premium
Section I Medical Expense Benefits	\$ Each Person	\$
Section II Income Loss Benefits	\$100 Per Week Each Person	\$
	Total Premium	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

SECTION I - MEDICAL EXPENSE BENEFITS**A. Coverage**

We will pay, in accordance with Section 38.2-2201 or 46.2-465 of the Virginia Code, to a covered injured person, "medical expense" benefits as a result of "bodily injury" caused by an "accident" and arising out of the ownership, maintenance or use of a motor vehicle as a motor vehicle.

B. Exclusions

This insurance does not apply to "bodily injury":

1. Sustained by any person who intentionally injures himself or herself;
2. Sustained by any person to the extent that benefits for that injury are in whole or in part payable under any workers' compensation or similar law;
3. Sustained by the "named insured" or any "family member" while "occupying" any motor vehicle owned by or furnished or available for regular use by such "named insured" or any "family member" and that is not a "covered auto"; or

4. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to war.

C. Limit Of Insurance

1. Regardless of the number of claims made or "covered autos" to which this insurance applies, the most we will pay for "medical expense" benefits to any "insured" who sustains "bodily injury" in any one "accident" is the Limit Of Insurance for "medical expense" benefits shown in the Schedule or Declarations.
2. No "insured" will be entitled to collect under "medical expense" Coverage, more than his or her actual "medical expenses" incurred within three years after the date of the "accident", from this or any other automobile insurance policy or combination of those policies providing "medical expense" insurance applicable to that "accident".

SECTION II - INCOME LOSS BENEFITS**A. Coverage**

We will pay, in accordance with Section 38.2-2201 or 46.2-465 of the Virginia Code, to a covered injured person, "income loss" benefits as a result of "bodily injury" caused by an "accident" and arising out of the ownership, maintenance or use of a motor vehicle.

B. Exclusions

Exclusions 1., 2., 3. and 4. under Section I of this endorsement apply to Section II.

C. Limit Of Insurance

1. Regardless of the number of claims made or "covered autos" to which this insurance applies, the most we will pay for "Income Loss" Benefits to any "insured" who sustains "bodily injury" in any one "accident" is the Limit Of Insurance shown in the Schedule or Declarations from the first work day lost as a result of the "accident" up to the date that the "insured" is able to return to his or her usual occupation or the date of death of that "insured", whichever occurs first.
2. No "insured" will be entitled to collect more than his or her actual "income loss" sustained within one year after the date of the "accident", from this or any other automobile insurance policy or combination of those policies providing "income loss" benefits insurance applicable to that "accident".

SECTION III - CONDITIONS

The following Conditions are applicable to both Sections I and II, except as noted:

1. Notice

In the event of an "accident", written notice containing particulars sufficient to identify the "insured", and also reasonably obtainable information respecting the time, place and circumstances of the "accident" must be given by or on behalf of the "insured" to us or our legal representatives as soon as possible.

If an "insured" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.

2. Legal Action Against Us

No one may bring a legal action against us until there has been full compliance with all the terms of this endorsement.

3. Medical Reports; Proof Of Claim

As soon as practicable, the "insured" or someone on his or her behalf must give us written proof of claim, under oath if required, including full particulars of the nature and extent of injuries and treatment received or contemplated. He or she must also furnish us with any other information that may assist us in determining the amount due and payable. The "insured" must submit to physical examinations, at our expense, by physicians we select when and as often as we may require.

The "insured", or in the event of his or her incapacity or death, his or her legal representative, shall upon each of our requests, execute authorization to enable us to obtain medical reports, copies of records and information with respect to loss of income. We may require that the "insured", as a condition for receiving "income loss" benefits, cooperate in furnishing us reasonable medical proof of his or her inability to work.

4. Transfer Of Rights Of Recovery Against Others To Us

With respect to Section II only, if any person or organization to or for whom we make payment for "income loss" benefits under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

SECTION IV - DEFINITIONS

As used in this endorsement:

1. "Covered auto" means a motor vehicle with respect to which:
 - a. The "named insured" is the owner;
 - b. The "bodily injury" liability or "property damage" liability coverage of the Coverage Form applies; and
 - c. The insurance provided under this endorsement applies and for which a specific premium has been charged.
2. "Family member" means a person related to the "named insured" by blood, marriage or adoption who is a resident of the "named insured's" household, including a ward or foster child.

3. "Income loss" means an amount equal to the loss of income incurred by an "insured", usually engaged in a remunerative occupation, within one year after the date of the "accident", and as a result of disability caused by the "accident".
4. "Insured" means:
 - a. The "named insured" or any "family member" who sustains "bodily injury" while "occupying" a motor vehicle, or if struck by a motor vehicle while not "occupying" a motor vehicle; or
 - b. Any other person who sustains "bodily injury" while "occupying" a "covered auto".
5. "Medical expense" means all reasonable and necessary expenses for medical, chiropractic, hospital, x-ray, professional nursing, dental, surgical, prosthetic and rehabilitation services, services provided by an emergency medical services vehicle as defined in Section 32.1-111.1 of the Virginia Code, and funeral expenses, incurred within three years after the date of the "accident".
6. "Named insured" means the individual or organization designated in the Schedule of this endorsement and if not designated therein, means the individual or organization named in Item 1. of the Declarations of the Policy.
7. "Occupying" means in, upon, getting in, on, out of, off or using.

SECTION V - MEDICAL EXPENSE AND INCOME LOSS BENEFITS - INDIVIDUAL NAMED INSURED

If "you" are an individual and a "covered auto" "you" own is of the private passenger type ("private passenger type"), the provisions of this endorsement apply, except that Paragraph **C. Limit Of Insurance** of Section I and II of this endorsement are replaced by the following:

C. Limit Of Insurance

Regardless of the number of "covered autos", "insureds" or claims made, the most we will pay for "bodily injury" for each "insured" injured in any one "accident" shall be determined as follows:

1. If there is only one "covered auto" of the private passenger type ("private passenger type"), the most we will pay is the limit of Medical Expenses and "Income Loss" Benefits shown in the Schedule or Declarations.
2. If there is more than one "covered auto" of the private passenger type ("private passenger type"), our limit of liability is the sum of the highest limits applicable to covered "autos" of the private passenger type ("private passenger type"), subject to a maximum of four such "autos".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS ENDORSEMENT (VIRGINIA)

A. Words And Phrases With Special Meaning

The following words and phrases have special meaning throughout this endorsement and appear in quotation marks when used:

1. "You" and "your" mean the person or organization shown as the named insured in ITEM ONE of the declarations.
2. "We", "us", and "our" mean the company providing insurance.
3. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage" the "insured" neither expected nor intended.
4. "Available for payment" means the amount of liability insurance coverage applicable to the claim of the injured person for "bodily injury" or "property damage" reduced by the payment of any other claims arising out of the same "accident".
5. "Bodily injury" means bodily injury, sickness or disease including death resulting from any of these.
6. "Covered auto" means a motor vehicle, or a "temporary substitute", with respect to which the "bodily injury" or "property damage" liability coverage of the policy applies.
7. "Family member" means a person related to "you" by blood, marriage or adoption who is a resident of "your" household, including a ward or foster child.
8. "Insured" means any person or organization qualifying as an insured in the **Who Is An Insured** section of this endorsement, including the personal representative of any insured. Except with respect to "our" Limit Of Liability, the insurance afforded applies separately to each insured who is seeking coverage under this endorsement.
9. "Loss" means direct and accidental damage or loss.
10. "Property damage" means damage to or loss of use of tangible property.
11. "Occupying" means in, upon, using, getting in, on, out of or off.
12. "Temporary substitute" means a motor vehicle that is being used in place of a "covered auto". The "covered auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
13. "Underinsured motor vehicle" means a motor vehicle, when, and to the extent that, the total amount of "bodily injury" and "property damage" coverage applicable to the operation or use of the motor vehicle and "available for payment" for such "bodily injury" or "property damage", including all bonds or deposits of money or securities made pursuant to Article 15 (Section 46.2-435 et seq.) of Chapter 3 of Title 46.2 of the Code of Virginia, is less than the total amount of uninsured motorist coverage afforded any person injured as a result of the operation or use of the motor vehicle.
14. "Uninsured motor vehicle" means a motor vehicle:
 - a. For which:
 1. There is no "bodily injury" liability insurance and "property damage" liability insurance in the amounts specified by Section 46.2-472 of the Code of Virginia.
 2. There is such insurance but the insurer writing the insurance denies coverage for any reason whatsoever, including failure or refusal of the insured to cooperate with the insurer.
 3. There is no bond or deposit of money or securities in lieu of such insurance.
 4. The owner of the vehicle has not qualified as a self-insurer under the provisions of Section 46.2-368, or
 5. The owner or operator of the motor vehicle is immune from liability for negligence under the laws of the Commonwealth or the United States. A motor vehicle shall be deemed uninsured if its owner or operator is unknown.

If the owner or operator of any motor vehicle that causes "bodily injury" or "property damage" to the "insured" is unknown, and if the damage or injury results from an "accident" where there has been no contact between that motor vehicle and the motor vehicle occupied by the "insured", or where there has been no contact with the person of the "insured" if the "insured" was not "occupying" a motor vehicle, then for the "insured" to recover under this endorsement pursuant to Paragraph **a.** of this definition, the "accident" shall be reported promptly to either:

1. The insurer or;
2. A law-enforcement officer having jurisdiction in the county or city in which the "accident" occurred. If it is not reasonably practicable to make the report promptly, the report shall be made as soon as reasonably practicable under the circumstances.

b. Which is an "underinsured motor vehicle".

B. We Will Pay

"We" will pay in accordance with the Virginia Uninsured Motorists Law, all sums the "insured" is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle".

C. We Will Not Cover – Exclusions

This insurance does not apply to:

1. A "bodily injury" or "property damage" claim settled by the "insured" without "our" consent with anyone who may be legally liable.
2. The direct or indirect benefit of any insurer of property.
3. The first \$200 of the total amount of "property damage" as the result of any one "accident" involving an unidentifiable driver or owner of an "uninsured motor vehicle". This exclusion does not apply if the owner or operator of the "uninsured motor vehicle" causing the damage can be identified.
4. Anyone using the "covered auto" without a reasonable belief that the person is entitled to do so.

D. Who Is Insured

1. "You" or any "family member".
2. Anyone else "occupying" a "covered "auto".
3. Anyone for damages he or she is entitled to recover because of "bodily injury" to which this coverage applies, sustained by another "insured" under **1.** or **2.** above.

E. Our Limit Of Liability

1. Regardless of the number of "covered autos", "insureds", claims made or motor vehicles involved in the "accident", the most "we" will pay for all damages resulting from any one "accident" is the limit of **Uninsured Motorists Insurance** shown in the Schedule or Declarations. However, if more than one "covered auto" is involved in the same "accident", the limit of Uninsured Motorists Insurance shown in the Schedule or Declarations will apply separately to each of these "covered autos". Such limit of insurance shall first provide the separate limits required by the Virginia Motor Vehicle Safety Responsibility Act.
2. Except with respect to an "underinsured motor vehicle", damages otherwise payable under this coverage:
 - a.** Shall be reduced by all sums paid because of "bodily injury" or "property damage" by or on behalf of persons or organizations who may be legally responsible.
 - b.** With respect to an employee of a self-insured employer, shall be reduced by all sums paid or payable because of "bodily injury" under a workers' compensation law.

F. Conditions

The conditions applicable to this coverage are as follows:

1. Other Insurance

- a.** For "bodily injury" to an "insured" while "occupying" a motor vehicle that is not a "covered auto", this coverage shall apply only as excess insurance over any other similar insurance available to that "insured" and applicable to that motor vehicle as primary insurance. However, this paragraph does not apply to an "underinsured motor vehicle".
- b.** Except as provided in Paragraph **a.** above, if the "insured" has other similar "bodily injury" insurance available to him or her and applicable to the "accident", "we" shall not be liable for a greater proportion of any "loss" to which this coverage applies than the limit of liability for this coverage bears to the sum of the applicable limits of liability of this insurance and such other insurance. However, this provision does not apply to an "underinsured motor vehicle".
- c.** For "property damage", **Uninsured Motorists Insurance** is excess over all other collectible insurance of any kind applicable to the "property damage".

- d. If the injured person is entitled to underinsured motorists coverage under more than one policy, the following order of priority applies and any amount "available for payment" shall be credited against such policies in the following order of priority:

- (1) The policy covering a motor vehicle "occupied" by the injured person at the time of the "accident".
- (2) The policy covering a motor vehicle not involved in the "accident" under which the injured person is a named insured.
- (3) The policy covering a motor vehicle not involved in the "accident" under which the injured person is other than a named insured.

If there is more than one insurer providing coverage under one of the payment priorities set forth in Paragraph d. above, we will pay only "our" share of the "loss". "Our" share is the proportion that "our" limit of liability bears to the total of all limits applicable on the same level of priority.

2. Our Right To Recover From Others

If "we" make any payment, "we" are entitled to recover what "we" paid from other parties. Any person to or for whom "we" make payment must transfer to "us" his or her rights of recovery against any other party. The person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

3. Legal Action Against Us

No legal action may be brought against "us" until there has been full compliance with all the terms of the policy.

4. Changes

If a change requires a premium adjustment, "we" will adjust the premium as of the effective date of the change.

5. Transfer Of Rights And Duties

"Your" rights and duties under this endorsement may not be assigned without "our" written consent.

6. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate shall not relieve "us" of any obligations under this endorsement.

7. Policy Period, Coverage Territory

Under this endorsement, "we" cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and

- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America
- b. The territories and possessions of the United States of America.
- c. Puerto Rico; and
- d. Canada

"We" also cover "loss" to, or "accidents" involving, a "covered auto" while being transported between any of these places.

8. Concealment, Misrepresentation, Or Fraud

Coverage for "your" claim under this endorsement is void in any case of fraud by "you" at any time as it relates to this coverage. It is also void if "you", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This endorsement;
- b. The "covered auto";
- c. "Your" interest in the "covered auto"; or
- d. A claim under this coverage.

9. Premium Audit

- a. The estimated premium for this endorsement is based on the exposures "you" told "us" "you" would have when this policy began. "We" will compute the final premium due when "we" determine "your" actual exposures. The estimated total premium will be credited against the final premium due and the First Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the First Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this endorsement will be computed annually, based on "our" rates or premiums in effect at the beginning of each year of the policy.

10. Arbitration

- a. If "we" and an "insured" disagree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

"You" are not required to arbitrate; however, if both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. "We" will pay all arbitration expenses if "we" request arbitration. If an "insured" requests the arbitration, each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision can be reached by two of the arbitrators but will not be binding.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES - BUSINESS AUTO COVERAGE FORM

For a covered "auto" licensed or principally garaged in Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Paragraph A. Coverage of Section II - Covered Autos Liability Coverage is replaced by the following:

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We have the right and duty to defend any "suit" for such damages, even if the "suit" is groundless, false or fraudulent. However, we have no duty to defend "suits" for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

B. Paragraph A.1.b. of Section II - Covered Autos Liability Coverage is amended by the addition of the following:

1. Who Is An Insured

The following are "insureds":

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(6) Your customers, if you are in the motor vehicle business. However, if a customer of yours:

(a) Has no other valid and collectible insurance applicable to the same "accident", they are an "insured" but only up to the financial responsibility limits specified in Section 46.2-472 of the Code of Virginia.

(b) Has other valid and collectible insurance applicable to the same "accident" less than the financial responsibility limits specified in Section

46.2-472, they are an "insured" only for the amount by which the financial responsibility law limits exceed the limits of their other insurance.

Motor vehicle business means the business of selling, leasing, repairing, servicing, storing or parking motor vehicles which are:

- (a)** Used for demonstration purposes by a prospective purchaser;
- (b)** Loaned or leased to another as a temporary substitute while such person's "auto" is being repaired or serviced; or
- (c)** Leased to another for a period of six months or more.

C. Paragraph A.2. Coverage Extensions of Section II - Covered Autos Liability Coverage is amended as follows:

- 1. Paragraphs a.(3), a.(5) and a.(6) of Supplementary Payments** are replaced by the following:

We will pay for the "insured":

- (3)** The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.
- (5)** All court costs taxed against the "insured" in any "suit" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6)** All interest on the full amount of any judgment that accrues after entry of judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

2. Paragraph **a. Supplementary Payments** is amended by the addition of the following:

We will pay for the "insured":

- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- D. Paragraph **A.2.b.(1) of Section II - Covered Autos Liability Coverage** is replaced by the following:

2. Coverage Extensions

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used.

- E. Paragraph **B. Exclusions of Section II - Covered Autos Liability Coverage** is amended as follows:

1. Paragraph **B.4. Employee Indemnification And Employer's Liability** Exclusion is replaced by the following:

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of employment by the "insured"; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

2. Paragraph **B.5. Fellow Employee** Exclusion is deleted.
3. Paragraph **B.6. Care, Custody Or Control** Exclusion is replaced by the following:

"Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control. But this

exclusion does not apply to liability assumed under a sidetrack agreement.

4. Paragraph **B.11. Pollution** Exclusion is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants". This exclusion does not apply if the discharge is sudden and accidental.

5. Paragraph **B.12. War** Exclusion is replaced by the following:

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

- F. Paragraph **C. Limit Of Insurance of Section II - Covered Autos Liability Coverage** is replaced by the following:

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

2. We will apply the limit shown in the Declarations to first provide the separate limits required by Virginia law as follows:
 - a. \$25,000 for "bodily injury" to any one person caused by any one "accident"; and
 - b. Subject to **2.a.** above, \$50,000 for "bodily injury" to two or more persons caused by any one "accident"; and
 - c. \$20,000 for "property damage" caused by any one "accident".

This provision will not change the Limit of Insurance.

- G. The **Business Auto Conditions** of Section **IV** are amended as follows:

1. Paragraph **A.2.b.(3) of the Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- b. Additionally, you and any other involved "insured" must:

- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit". The "insured" will be deemed not

to have cooperated with us only if his or her failure or refusal to do so harms our defense of an action for damages.

2. Paragraph **A.2.c.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following, but only with respect to a Physical Damage claim:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Do what is reasonably necessary to protect the covered "auto" from further damage. Also keep a record of your expenses for payment in the settlement claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Paragraph **A.4.** of the **Loss Payment - Physical Damage Coverages** Condition is replaced by the following:

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include:

- (1) The applicable sales and use tax for the damaged or stolen property;
- (2) Any applicable titling and license transfer fees incurred in obtaining a replacement vehicle in the event of a total "loss" to a covered "auto"; and
- (3) Any applicable general average, salvage or disposal charges.

4. Paragraph **B.2. Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

Coverage for your claim under this Coverage Form is void in any case of fraud by you at any time as it relates to the Coverage Form. It is also void if you, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;

- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

5. Paragraph **B.5.b.** of the **Other Insurance** Condition is replaced by the following:

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is deemed to be a covered "auto" you don't own.

6. Paragraph **B.6. Premium Audit** Condition is replaced by the following:

The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

7. Paragraph **B.8. of the Two Or More Coverage Forms Or Policies Issued By Us** Condition is deleted.

8. Paragraph **B. General Conditions** is amended by the addition of the following:

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

- H. **Section V - Definitions** is amended as follows:

1. The "covered pollution cost or expense" definition is deleted.
2. Exceptions **b.** and **c.** to the "insured contract" definition are deleted.
3. The definition of "suit" is replaced by the following:

"Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

I. Changes In Endorsements

1. All references to Auto Medical Payments are replaced in the endorsements by Medical Expense Benefits.
2. All references to personal injury protection (no-fault) and "covered pollution cost or expense" in any endorsement do not apply.

POLICY NUMBER:

COMMERCIAL AUTO
CA 01 21 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LIMITED MEXICO COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY – **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

SCHEDULE

Mexico Coverage	\$	Premium
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. Paragraph 7. **Policy Period, Coverage Territory** of the **General Conditions** is amended by the addition of the following:

The coverage territory is extended to include Mexico but only for:

- a. "Accidents" or "losses" occurring within 25 miles of the United States border; and
- b. Trips into Mexico of 10 days or less.

2. The **Other Insurance** Condition in the Business Auto and Auto Dealers Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

- B. Physical Damage Coverage** is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

For the purposes of this endorsement, the following additional exclusions are added:

This insurance does not apply:

- 1. If the covered "auto" is not principally garaged and principally used in the United States.
- 2. To any "insured" who is not a resident of the United States.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES IN POLICY - CANCELLATION AND NONRENEWAL

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Virginia, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. If you are an individual and a covered "auto" you own is of the private passenger type and not used in your occupation, profession or business, other than farming, and is not used as a public or livery conveyance including, but not limited to, any period of time a covered "auto" is being used by an insured ("insured") who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; and your business shown in the Declarations is not a garage, sales agency, repair shop, service station or public parking place, then the **Cancellation** Common Policy Condition does not apply. The following conditions apply instead:

1. Cancellation

- a.** You or your attorney-in-fact may cancel the Policy by returning to us or by mailing to us advance written notice of the date cancellation is to take effect.
- b.** We may cancel this Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation at least:
 - (1)** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2)** 45 days before the effective date of cancellation if we cancel for any other reason.
- c.** When this Policy is in effect 60 days or more or is a renewal or continuation policy, we may only cancel for one or more of the following reasons:
 - (1)** Nonpayment of premium.
 - (2)** Your driver's license or that of a driver who lives with you or customarily uses

the covered "auto" has been suspended or revoked during the policy period or, if the Policy is a renewal, during its policy period or the 90 days immediately preceding the last effective date.

(3) You or your attorney-in-fact has notified us that you have changed your legal residence to a state other than Virginia and your covered "auto" will be principally garaged in your new state.

(4) We replace this Policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will take effect when this Policy is cancelled and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send the first Named Insured the refund. However, making or offering to make the refund is not a condition of cancellation. If you or your attorney-in-fact cancels, the refund, if any, will be computed in accordance with the procedure described in Paragraph **C.** of this endorsement.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Nonrenewal

a. If we decide not to renew or continue this Policy, we will mail the first Named Insured shown in the Declarations notice at least

45 days before the end of the policy period. If the Policy is written for a period of less than one year or without a fixed expiration date, we will have the right not to renew or continue a particular coverage only at the end of any six-month period following its original effective date.

- b. If we or our agent offers to renew or continue this Policy and you or your attorney-in-fact does not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact has not accepted our offer.

3. Mailing Of Notices

- a. Any notice of cancellation or nonrenewal will be mailed to the first Named Insured's last known address in accordance with Virginia Law. However, we may deliver any notice instead of mailing it.
- b. The notice of cancellation or nonrenewal will state the specific reason(s) for cancellation or nonrenewal, except when a policy is being cancelled or nonrenewed for nonpayment of premium.

B. For all other risks not described in Paragraph A. above:

1. Paragraphs 1. and 2. of the **Cancellation** Common Policy Condition are replaced by the following:

- a. You or your attorney-in-fact may cancel the Policy by mailing or delivering to us advance written notice of the date cancellation is to take effect.
- b. We may cancel the Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of cancellation, stating the reason(s) for cancellation, at least:
 - (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 45 days before the effective date of cancellation if we cancel for any other reason.

2. Paragraph 3. of the **Cancellation** Common Policy Condition does not apply.

3. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:

- 5. If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send the first Named Insured the refund. However, making or offering to make the refund is not a condition of cancellation. If you or your attorney-in-fact cancels, the

refund, if any, will be computed in accordance with the procedure described in Paragraph C. of this endorsement.

4. The following conditions are added:

a. Nonrenewal

(1) We may nonrenew the Policy by mailing or delivering to the first Named Insured shown in the Declarations written notice of nonrenewal, stating the reason for nonrenewal, at least:

- (a) 15 days before the expiration date of the Policy if we nonrenew for nonpayment of premium; or
- (b) 45 days before the expiration date of the Policy if we nonrenew for any other reason.

(2) If we or our agent offers to renew or continue this Policy and you or your attorney-in-fact does not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact has not accepted our offer.

b. Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed to the first Named Insured's last known address in accordance with Virginia Law. However, we may deliver any notice instead of mailing it.

C. The following provisions govern the calculation of return premium for all risks:

- 1. We will compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:
 - a. At our request;
 - b. Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
 - c. And rewritten by us or a member of our company group; or
 - d. After the first year, if it is a prepaid policy written for a term of more than one year.
- 2. When this Policy is cancelled at your request (except when Paragraph 1.b., 1.c. or 1.d. applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

3. When this Policy is cancelled at your request and is an auto dealer's policy written on a reporting form basis, we will calculate the return or additional premium as follows:

- a. Final annual premium will be determined on the basis of the average value reported during the period in which the Policy was in effect.
- b. Pro rata earned premium will be determined based on the final annual premium for the number of days the Policy was in force, as determined by Paragraph 3.a., rounded to the next higher whole dollar.
- c. Pro rata unearned premium will be determined by subtracting Paragraph 3.b. from Paragraph 3.a.
- d. The short rate surcharge will be determined by multiplying the unearned premium by 10% and rounding to the next higher whole dollar.
- e. Calculate the short rate earned premium by adding Paragraphs 3.b. and 3.d.

f. If the short rate earned premium is less than the sum of all payments (including any deposit premium), the difference is the return premium.

g. If the short rate earned premium is greater than the sum of all payments (including any deposit premium), the difference is the additional premium due.

However, earned premium will not be less than our policywriting minimum premium.

D. Additional Definitions

As used in this endorsement:

1. "Occupying" means in, upon, getting in, on, out or off.
2. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
 - B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
 - C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition.
 - D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.
- Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy, we will mail you and the loss payee the same advance notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA PUBLIC OR LIVERY PASSENGER CONVEYANCE EXCLUSION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

The following exclusion is added:

Public Or Livery Passenger Conveyance

This insurance does not apply to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

B. Changes In Physical Damage Coverage

The following exclusion is added:

We will not pay for "loss" to any covered "auto" while being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an insured ("insured") who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto".

C. Changes In Medical Expense And Income Loss Benefits

If the Virginia Medical Expense And Income Loss Benefits Endorsement is attached, then the following exclusion is added:

Public Or Livery Passenger Conveyance

This insurance does not apply to:

"Bodily injury" sustained by any person "occupying" a "covered auto" while it is being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a "covered auto" is being used by any person who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "covered auto".

D. Additional Definitions

As used in this endorsement:

1. "Occupying" means in, upon, getting in, on, out or off.
2. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT - VIRGINIA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1. BROAD FORM INSURED

A. Employees as Insureds

Paragraph A.1. - WHO IS INSURED of SECTION II- LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

B. Primary and Non-Contributory if Required by Contract

With respect to insurance provided to any additional insured or Designated Insured the following provisions apply:

- (1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

- (2) Primary and Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the

amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

3. HIRED AUTO - COVERAGE TERRITORY

Paragraph b.(5)(a) of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- (a) A covered "auto" is leased, hired, rented or borrowed for a period of 180 days or less; and

4. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- A. The amount paid under the Physical Damage Coverage Section of the policy; and

- B. Any:

- (1) Overdue lease/loan payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage. (3) Security deposits not returned by the lessor;
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or

Disability Insurance purchased with the loan or lease; and

- (4) Carry-over balances from previous loans or leases.

5. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

6. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

7. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

8. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

9. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

10. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



QUICK REFERENCE COMMERCIAL GENERAL LIABILITY COVERAGE PART OCCURRENCE

READ YOUR POLICY CAREFULLY

DECLARATIONS PAGES

Named Insured and Mailing Address
Policy Period
Description of Business and Location
Coverages and Limits of Insurance

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ENDORSEMENTS

These form numbers are shown on the Coverage Part - Declarations Page or on the Common Policy Declarations Page.



COMMERCIAL GENERAL LIABILITY COVERAGE PART - DECLARATIONS

POLICY NUMBER: 20 UUN IB5054

This COMMERCIAL GENERAL LIABILITY COVERAGE PART consists of:

- A. This Declarations;
- B. Commercial General Liability Schedule;
- C. Commercial General Liability Coverage Form; and
- D. Any Endorsements issued to be a part of this Coverage Part and listed below.

LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Policy that apply, are:

Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You Limit - Any One Premises	\$300,000
Medical Expense Limit - Any One Person	\$10,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit, (other than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000

ADVANCE PREMIUM: [REDACTED]

AUDIT PERIOD: ANNUAL AUDIT

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HC70010605	CG21060514	CG21160413	CG22700413	HC00881210
HC00971210	HC21231001	HC22391210	HC23140617	HC23700115
HG00010605	HG00681210	HG21020315	CG20260413	HC21370393
HC21900608	HC12101185T			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Professional Services

.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REAL ESTATE PROPERTY MANAGED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following is added to Exclusion **j. Damage To Property** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:
- 2. Exclusions**
- This insurance does not apply to:
- j. Damage To Property**
- "Property damage" to:
- Property you operate or manage or as to which you act as agent for the collection of rents or in any other supervisory capacity.
- B.** The following is added to Paragraph **4.b.(1)** of **Other Insurance** of **Section IV – Commercial General Liability Conditions**:
- 4. Other Insurance**
- b. Excess Insurance**
- With respect to your liability arising out of your management of property for which you are acting as real estate manager, this insurance is excess over any other valid and collectible insurance available to you, whether such insurance is primary or excess.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBERFLEX AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement broadens coverage for "your web site" or internet-related activities.

A. Section V - Definitions is changed as follows:

1. Definition Of Advertisement - Internet

The following is added to Paragraph **a.** of the definition of "advertisement":

"Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (6) The Internet;

2. Definition of Personal And Advertising Injury

a. Your Web Site

Paragraphs **f.** and **g.** of the definition of "personal and advertising injury" are replaced by the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

f. Copying, in your "advertisement" or on "your web site", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement" or on "your web site";

b. Publication By Those With Unauthorized Access

The following is added to the definition of "personal and advertising injury":

As used in this definition, oral, written or electronic publication includes publication of material in your care, custody or control by someone not authorized to access or distribute that material.

3. Definition of Your Web Site

The following definition is added:

"Your web site" means a web page or set of interconnected web pages prepared and maintained by you, or by others on your behalf, for the purpose of promoting your business or promoting your goods, products or services, that is accessible over an internet.

B. Paragraph 2., Exclusions of Section I - Coverage B – Personal And Advertising Injury Liability is amended as follows:

1. Exclusions **f.**, **g.** and **i.** are replaced by the following:

f. Breach Of Contract

"Personal and advertising injury" arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement" or on "your web site";

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement" or on "your web site";

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out any actual or alleged infringement or violation of any intellectual property right, such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you or any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement" or on "your web site", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement" or on "your web site", a person's or organization's "advertising idea" or style of "advertisement".

2. Exclusions **k.** - Electronic Chatrooms Or Bulletin Boards does not apply.

3. Subparagraphs **(1)**, **(2)** and **(3)** of Exclusion **p.** - Internet Advertisements And Content Of Others do not apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF EXCLUSIONS AND DEFINITION - PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusions i., j., t. and u. of Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability are replaced by the following:

i. Infringement Of Intellectual Property Rights

- (1)** "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property right, such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity; or
- (2)** Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1)** Infringement, in your "advertisement", of:
 - (a)** Copyright;
 - (b)** Slogan; or
 - (c)** Title of any literary or artistic work; or
- (2)** Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1)** Advertising, broadcasting, publishing or telecasting;
- (2)** Designing or determining content of web sites for others; or
- (3)** An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

t. Discrimination

"Personal and advertising injury" arising out of discrimination committed by or at your direction, or the direction of any partner, member, manager, "executive officer", director, stockholder or trustee of the insured.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (a) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (b) Whether the insured may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. Paragraphs c. and h. of the definition of "personal and advertising injury" in the Definitions Section are replaced by the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- h. Discrimination that results in humiliation or other injury to the feelings or reputation of a natural person.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. It is agreed that Exclusion **f.** is replaced by the following:

f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations;

(e) To the extent that any such "bodily injury" or "property damage" is included in the "products-completed operations hazard".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

B. The last paragraph of **Section I - Coverage A** (after the exclusions) is replaced by the following:

Exclusions **c.** through **e.**, and **g.** through **n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance.**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ANY CONSTRUCTION ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2., **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions** of Section I – **Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "construction activities".

- B.** The following definition is added to the **Definitions** Section:

"Construction activities" means any construction, demolition, repair, alteration, painting or modification of any property performed by you or on your behalf.

"Construction activities" include:

1. The means, manner, methods, techniques, sequences and procedures employed by:
 - a. You; or
 - b. By others on your behalf,
in connection with your work as a construction contractor; or
2. Construction management services and supervision services.



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.

- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.
- g. Aircraft, Auto Or Watercraft**
- "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.
- This exclusion does not apply to:
- (1) A watercraft while ashore on premises you own or rent;
 - (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
 - (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors

working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III – Limits Of Insurance**.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or

kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

- (1) Copyright;

- (2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

- (3) Title of any literary or artistic work.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **17.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Discrimination Or Humiliation

"Personal and advertising injury" arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

COVERAGE C MEDICAL PAYMENTS**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;

provided that:

 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee,

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees and Volunteer workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will

have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE**1. The Most We will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and
- b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c.** All other parts of the world if the injury or damage arises out of:
 - (1)** Goods or products made or sold by you in the territory described in **a.** above;
 - (2)** The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".**8. "Employment-Related Practices" means:**

- a.** Refusal to employ a person;
- b.** Termination of a person's employment; or
- c.** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.**10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.****11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:**

- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a.** The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b.** Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while

rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;

b. A sidetrack agreement;**c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;****d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;****e. An elevator maintenance agreement;****f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.**

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:**(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or****(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or****(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.****13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".****14. "Loading or unloading" means the handling of property:**

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 15. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 16. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19. "Products-completed operations hazard":**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2., **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

2. Exclusions

This insurance does not apply to:

Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c.** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d.** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- B.** The following exclusion is added to Paragraph 2., **Exclusions** of Section I – **Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c.** The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d.** Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM (EXCESS - BROAD FORM)
COMMERCIAL GENERAL LIABILITY COVERAGE FORM (EXCESS)

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft**
under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment,

training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

(f) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

B. The following exclusion is added to Paragraph 2. Exclusions of Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

- a. The use of another's advertising idea in your "advertisement"; or
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the Definitions section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.



QUICK REFERENCE EMPLOYEE BENEFITS LIABILITY COVERAGE PART CLAIMS MADE

READ YOUR POLICY CAREFULLY

DECLARATIONS PAGES

Named Insured and Mailing Address
Policy Period
Description of Business and Location
Coverages and Limits of Insurance

SECTION I - COVERAGES

Beginning on Page

Coverage EB	Insuring Agreement	1
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SECTION II - WHO IS AN INSURED	2
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COMMON POLICY CONDITIONS

Cancellation
Changes
Examination of Your Books and Records
Inspections and Surveys
Premiums
Transfer of Your Rights and Duties under this Policy

ENDORSEMENTS

These form numbers are shown on the Coverage Part - Declarations Page or on the Common Policy Declarations Page.

**EMPLOYEE BENEFITS LIABILITY
COVERAGE PART - DECLARATIONS (CLAIMS MADE)**



POLICY NUMBER: 20 UUN IB5054

This EMPLOYEE BENEFITS LIABILITY COVERAGE PART (CLAIMS MADE) consists of:

- A. This Declarations;
- B. Commercial General Liability Schedule;
- C. Employee Benefits Liability Coverage Form; and
- D. Any Endorsements issued to be a part of this Coverage Part and listed below.

Retroactive Date: 12/01/14 . If no date is entered, the Retroactive Date is the Inception Date of the Policy Period stated in the Common Policy Declarations.

LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Policy that apply, are:

Each Claim	\$1,000,000
Aggregate	\$2,000,000

ADVANCE PREMIUM:



AUDIT PERIOD: ANNUAL AUDIT

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HC23700115 HC70110286 HC00210799 HC12101185T



EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

COVERAGE EB PROVIDES CLAIMS MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words, "you" and "your" refer to the Named Insured shown in the Declarations. The words "we" "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning.

Refer to SECTION VI - DEFINITIONS.

SECTION I - COVERAGE EB

1. INSURING AGREEMENT.

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of "employee benefits injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGE EB**. This insurance does not apply to "employee benefits injury" which occurred before the Retroactive Date, if any, shown in the Declarations or which occurs after the policy period. The negligent act, error or omission must take place in the "coverage territory".

We will have the right and duty to defend any "claim" or "suit" seeking such "damages". But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE;**
- (2) We may, at our discretion, investigate any alleged act, error or omission and settle any

"claim" or "suit" that may result; and

- (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage EB. This applies both to "claims" and "suits" pending at that time and to those filed thereafter.
- b. This insurance applies to an "employee benefits injury" only if:
 - (1) A "claim" for "damages" because of the "employee benefits injury" is first made against any insured during the policy period; and
 - (2) At the time you applied for this insurance you had no knowledge of any "claim" or "suit" or of any "employee benefits injury" which might reasonably be expected to result in a "claim" or "suit," except as you had reported to us in writing at the time you so applied.
- c. A "claim" by a person or organization seeking "damages" will be deemed to have been made when notice of such "claim" is received and recorded by an insured or by us, whichever comes first.
- d. All "claims" for "damages" because of "employee benefits injury" to the same person or organization will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. EXCLUSIONS

This insurance does not apply to:

- a. Any civil or criminal liability imposed on the insured, arising out of:
 - (1) Any failure by the insured to comply with

any federal or state statutory or regulatory reporting requirement relating to an "employee benefits program;" or

- (2) The commission or omission by an insured of any activity in connection with the management of assets of the "employee benefits program" which is prohibited under any federal or state statute or regulation.

For the purposes of this exclusion, civil or criminal liability includes pre or post judgement costs or expenses.

- b. "Bodily injury," "property damage," "personal and advertising injury."
- c. Any dishonest, fraudulent, criminal or malicious act.
- d. The failure of any investment or saving program to perform as represented by an insured.
- e. An "employee benefits injury" that arises out of advice given by any insured to an "employee" whether to participate or not to participate in any "employee benefits program."
- f. The failure of any insured to:
 - (1) Perform any obligation;
 - (2) Fulfill any guarantee;with respect to:
 - (1) The payment of benefits under any "employee benefits program;" or
 - (2) The providing, handling or investing of funds relating to any of these.

3. SUPPLEMENTARY PAYMENTS - COVERAGE EB

We will pay, with respect to any "claim" or "suit" we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the insured in the "suit."
- e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited

in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
- b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage EB does not apply to "employee benefits injury" that occurred before you acquired or formed the organization.

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Person or organizations making "claims" or bringing "suit."
2. The Employee Benefits Liability Aggregate Limit is the most we will pay for all "damages" to which this insurance applies.
3. Subject to 2. above the Each Claim Limit is the most we will pay for all "damages" with respect to any one "claim".

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - EMPLOYEE BENEFITS LIABILITY CONDITIONS**1. Bankruptcy.**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in The Event of Employee Benefits Injury, Claim or Suit.

- a. You must see to it that we are notified as soon as practicable of an "employee benefits injury" which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "employee benefits injury" took place; and
 - (2) The names and addresses of any injured persons and witnesses.

Notice of an "employee benefits injury" is not notice of a "claim".
- b. If a written "claim" is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the "claim" or "suit".

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "employee benefits injury" to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, that is effective prior to the beginning of the policy period shown in the Declarations of this Coverage Part and applies to "damages" on other than a claims-made basis, if:

- (1) No retroactive date is shown in the Declarations of this Coverage Part; or
- (2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this Coverage Part.

When this insurance is excess, we will have no duty to defend any "claim" or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit.

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period.

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

- (1) Has a Retroactive Date later than the date shown in the Declaration of this Coverage Part; or
- (2) Does not apply to "employee benefits injury" on a claims-made basis.

2. A Basic Extended Reporting Period is auto-matically provided without additional charge. This period starts with the end of the policy period and lasts for:

- a. One year for "claims" arising out of an "employee benefits injury" reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 2.a. of **SECTION IV - EMPLOYEE BENEFITS LIABILITY CONDITIONS**; or
- b. Sixty days for all other "claims".

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

3. A Supplemental Extended Reporting Period of three years duration is available, but only by an endorsement and for an extra charge. This supplemental period starts:

- a. One year after the end of the policy period for "claims" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 2.a. of **SECTION IV - EMPLOYEE BENEFITS LIABILITY CONDITIONS**; or
- b. Sixty days after the end of the policy period for all other "claims".

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amount of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of "damages," and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the

Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

4. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for "employee benefits injury" that occur before the end of the policy period (but not before the Retroactive Date, if any, shown in the Declarations).

"Claims" for such injury which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the policy period. Once in effect, Extended Reporting Periods may not be cancelled.

5. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any "claim" to which this Coverage Part applies, except to the extent described in paragraph 6. of this Section.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the separate aggregate limit of insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The separate aggregate limit of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period.

Paragraph 2. of **SECTION III - LIMITS OF INSURANCE** will be amended accordingly.

SECTION VI - DEFINITIONS

As used in this coverage part:

1. "Administration" means:
 - a. Giving counsel to your employees or their dependents and beneficiaries, with respect to interpreting the scope of your "employee benefits program" or their eligibility to participate in such programs; and
 - b. Handling records in connection with "employee benefits program".
2. "Advertisement" means a dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include the design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products.

- 3. "Advertising idea" means any idea for an "advertisement".
- 4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.
- 5. "Claim" means a written demand received by any insured for "damages" alleging "employee benefits injury", including the institution of a "suit" for such "damages" against any insured.
- 6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the "employee benefits injury" does not occur in the course of travel or transportation to or from any place not included in **a.** above.
- 7. "Damages" include prejudgment interest awarded against the insured on that part of the judgment we pay. "Damages" do not include:
 - 1. Fines;
 - 2. Penalties; or
 - 3. Damages for which insurance is prohibited by the law applicable to the construction of this Coverage Part.
- 8. "Employee" includes a "leased worker" which is not covered under a labor leasing firm's "employee benefits program". "Employee" does not include a "temporary worker".
- 9. "Employee benefits injury" means injury that arises out of any negligent act, error or omission in the "administration" of your "employee benefits programs".
- 10. "Employee benefits program" means a formal program or programs of employee benefits maintained in connection with your business or operation, such as but not limited to:

- a. Group life insurance, group accident or health insurance, profit sharing plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such insurance or plans; and
 - b. Unemployment insurance, social security benefits, workers' compensation and disability benefits.
- 11. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
 - 12. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 - 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
 - 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication of material that violates a person's right of privacy.
 - f. Copying, in your "advertisement", a person's or organization's "advertising ideas" or style of "advertisement" or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
 - 15. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.

EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

15. "Suit" means a civil proceeding in which damage because of "employee benefits injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
16. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE

This insurance does not apply to any damages, judgments, settlements, loss, costs or expenses that:

- a. May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to person or property which arises out of or would not have occurred in whole or in part but for the lead hazard; or
- b. Arise out of any request, demand or order to:
 1. Identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize or mitigate or in any way respond to or assess the effects of the lead hazard; or
 2. As a result of such effects, repair, replace or improve any property.

- c. Arise out of any claim or any "suit" for damages because of:

1. Identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing or mitigating or in any way responding to or assessing the effects of the lead hazard; or
2. As a result of such effects, repairing, replacing or improving any property.

As used in this exclusion, lead hazard means an exposure or threat of exposure to the actual or alleged properties of lead and includes the mere presence or suspected presence of lead in any form or combination.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FUNGI, BACTERIA AND VIRUSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
MANUFACTURERS' ERRORS AND OMISSIONS LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE FORM
CONDOMINIUM AND COOPERATIVE DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM

This insurance does not apply to:

1. Injury or damage arising out of or related to the presence of, suspected presence of, or exposure to:
 - a. Fungi, including but not limited to mold, mildew, and yeast;
 - b. Bacteria;
 - c. Viruses; or
 - d. Dust, spores, odors, particulates or byproducts, including but not limited to mycotoxins and endotoxins, resulting from any of the organisms listed in a., b., or c. above;from any source whatsoever.
2. Any loss, cost or expense arising out of the testing for, monitoring of, cleaning up of, removal of, containment of, treatment of, detoxification of, neutralization of, remediation of, disposal of, or any other response to or assessment of, the effects of any of the items in 1.a., b., c. or d. above, from any source whatsoever.

However, this exclusion does not apply to "bodily injury" or "property damage" caused by the ingestion of food.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 CONDOMINIUM AND COOPERATIVE DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM
 DATA BREACH COVERAGE FORM
 EDUCATORS PROFESSIONAL CHOICE POLICY
 EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 LIBRARY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
 LIQUOR LIABILITY COVERAGE PART
 MANUFACTURERS' ERRORS AND OMISSIONS LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRINTER'S ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
 PRODUCT RECALL EXPENSE COVERAGE FORM
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

A. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses as indicated in the table below that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate insured losses attributable to "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, as amended (TRIA) exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States Government has not charged any premium for their participation in covering terrorism losses.

B. Cap On Insurer Liability For Terrorism Losses

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed

\$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with Treasury procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

C. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of Terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion, Pollution Exclusion, or War Exclusion.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SILICA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONDOMINIUM AND COOPERATIVE DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM
EDUCATORS PROFESSIONAL CHOICE POLICY
EMPLOYERS LIABILITY AND STOP GAP COVERAGE FORM
ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
MANUFACTURERS' ERRORS AND OMISSIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF
TRANSPORTATION

A. The following exclusion is added:

This insurance does not apply to:

Silica

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "silica hazard".

B. The following is added to the **Definitions** Section:

"Silica hazard" means an exposure to, inhalation of or contact with, or threat of exposure to, inhalation of or contact with, the actual or alleged properties of silica or any silica containing materials and includes the mere presence of silica or any silica containing materials in any form.

Silica includes all forms of the compound silicon dioxide, including but not limited to quartz.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

GREATER RESTON CHAMBER OF COMMERCE ITS OFFICERS DIRECTORS
EMPLOYEES SUCCESSORS AND ASSIGNS
1886 METRO CENTER DR STE 230
RESTON VA 20190

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

RESTON TOWN CENTER PROPERTY LLC
11921 FREEDOM DR STE 100
RESTON VA 20190

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



COMMERCIAL GENERAL LIABILITY SCHEDULE

POLICY NUMBER: 20 UUN IB5054

Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

RATING CLASSIFICATIONS

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 001/001 TERR: 501
LOCATION: 3020 HAMAKER CT STE 301
FAIRFAX
VA. 22031

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 47052
REAL ESTATE PROPERTY MANAGED - INCLUDING PRODUCTS AND/OR COMPLETED
OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT TO THE
GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: [REDACTED]

EXPOSURE: [REDACTED]

RATE: [REDACTED]

ADVANCE PREMIUM: [REDACTED]

DESCRIPTION OF HAZARDS: PREMISES/OPERATIONS COVERAGE

REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO: 010/001 TERR: 001
LOCATION: 333 H ST NE
WASHINGTON
DC. 20002

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 61218
BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING
MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) - NOT-FOR-PROFIT ONLY -
INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED
OPERATIONS LOSSES ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)**POLICY NUMBER:** 20 UUN IB5054

PREMIUM AND RATING BASIS:

EXPOSURE:

RATE:

ADVANCE PREMIUM:

DESCRIPTION OF HAZARDS:

ADDITIONAL INSURED CG2026

REFER TO:

COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

ADVANCE PREMIUM:

DESCRIPTION OF HAZARDS:

ADDITIONAL INSURED CG2026

REFER TO:

COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

ADVANCE PREMIUM:

DESCRIPTION OF HAZARDS:

EMPLOYEE BENEFITS COVERAGE

REFER TO:

EMPLOYEE BENEFITS LIABILITY
COVERAGE PART (FORM HC 00 20)CLASSIFICATION CODE NUMBER
AND DESCRIPTION:

30195

EMPLOYEE BENEFITS

PREMIUM AND RATING BASIS:

EXPOSURE:

RATE:

ADVANCE PREMIUM:

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)

POLICY NUMBER: 20 UUN IB5054

TOTAL ADVANCE PREMIUM:





IMPORTANT INFORMATION REGARDING YOUR INSURANCE

IN THE EVENT YOU NEED TO CONTACT SOMEONE ABOUT THIS INSURANCE FOR ANY REASON, PLEASE CONTACT YOUR HARTFORD AGENT. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number.

SERVICING OFFICE:

THE HARTFORD
8711 UNIVERSITY EAST DRIVE
CHARLOTTE NC 28213
TELEPHONE: (877) 853-2582

If you have been unable to contact or obtain satisfaction from the agent or from The Hartford's servicing office, you may contact the Virginia State Corporation Commission's Bureau of Insurance at the address below.

VIRGINIA BUREAU OF INSURANCE
P.O. Box 1157
Richmond, VA 23218
Telephone: (804) 371-9185
1-800-552-7945 (Virginia Residents Only)

Written correspondence is preferable so that a record of your inquiry is maintained.

**WHEN CONTACTING YOUR AGENT, COMPANY OR THE BUREAU OF INSURANCE,
HAVE YOUR POLICY NUMBER AVAILABLE.**



IMPORTANT NOTICE TO POLICYHOLDERS REDUCTION OF COVERAGE

TITLE OF FORM: EXCLUSION - ANY CONSTRUCTION ACTIVITIES

FORM NUMBER: HC22391210

COVERAGES:

THE FORM CITED ABOVE HAS BEEN ADDED TO YOUR POLICY AND HAS THE EFFECT OF REDUCING YOUR INSURANCE COVERAGE. YOU SHOULD REVIEW YOUR POLICY AND CONTACT YOUR HARTFORD AGENT OR YOUR BROKER IF YOU HAVE ANY QUESTIONS.



IMPORTANT NOTICE TO VIRGINIA POLICYHOLDERS

UNLESS SPECIFICALLY ENDORSED TO PROVIDE COVERAGE

This policy does not provide coverage for damage due to flood, surface water, waves, tidal water, or any other overflow of a body of water.

For information on obtaining Flood Insurance, contact your agent, broker, other Hartford representative, or the National Flood Insurance Program.

Contents coverage may be available on a flood policy for an additional premium.



PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.



G-4035 (01/13 ED.)

VIRGINIA EARTHQUAKE EXCLUSION ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is any conflict between the policy and this Advisory Notice to Policyholders, **THE PROVISIONS OF YOUR POLICY SHALL PREVAIL.**

EARTHQUAKE EXCLUSION

This notice applies to the Property Choice Coverage Part.

Your policy does not protect you against losses from earthquakes. Earthquake coverage is excluded unless purchased by endorsement. Information regarding the availability of earthquake insurance is available from us or your insurance agent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 20 UUN IB5054 K3

CHANGE NUMBER: 006

Policy Change Effective Date: 02/26/19

Named Insured: GATES HUDSON & ASSOCIATES INC
SEE IH1204

Producer's Name: MCGRIFF SEIBELS & WILLIAMS INC

Pro Rata Factor: [REDACTED]

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

NO PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE.

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS REVISED
AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

IH12011185 LOSS PAYEE



Countersigned by
(Where required by law)

Suean L. Castaneda
Authorized Representative

06/21/19
Date

POLICY NUMBER: 20 UUN IB5054

CHANGE NUMBER: 006



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LOSS PAYEE

PROPERTY CHOICE COVERAGE PART

CLARKE-HOOK CORPORATION
C/O CLARKE-HOOK REALTY MANAGEMENT
14506-E LEE RD
CHANTILY VA 20151
RE LOC# 008

EVERBANK COMMERCIAL FINANCE INC
C/O INSURANCE CENTER
P O BOX 3886
BELLEVUE WA 98009
RE LEASED COPIERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 20 UUN IB5054 K3

CHANGE NUMBER: 005

Policy Change Effective Date: 02/26/19

Named Insured: GATES HUDSON & ASSOCIATES INC
SEE IH1204

Producer's Name: MCGRIFF SEIBELS & WILLIAMS INC

Pro Rata Factor: [REDACTED]

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR
BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

NO PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE.

FOR CHANGES MADE TO THE BUSINESS AUTO COVERAGE FORM, SEE CHANGE NO. 005A
ATTACHED

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY
AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

ENTIRE CONTRACT: IH03130611
IH12011185 ENDORSEMENT 005 EFFECTIVE DATE 01/01/2019



Countersigned by
(Where required by law)

Suean L. Castaneda
Authorized Representative

06/03/19
Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS CHANGE ENDORSEMENT

POLICY NUMBER: 20 UUN IB5054 K3
CHANGE NUMBER: 005

This endorsement modifies insurance provided under the following:



This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below. (Premium adjustment, if any, for the addition, deletion or other change described in this endorsement is shown in the Premium Column below.)

Effective Date: 02/26/19

Named Insured: GATES HUDSON & ASSOCIATES INC
SEE IH1204

Producer's Name: MCGRIFF SEIBELS & WILLIAMS INC

Pro Rata Factor: [REDACTED]

Description of Change:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR
BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

TRUMBULL INSURANCE COMPANY

FORMS ADDED

CA20481013

Countersigned by
(Where required by law)

Suean L. Castaneda
Authorized Representative

06/03/19
Date



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

POLICY NUMBER: 20 UUN IB5054

CHANGE NUMBER: 005



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ENDORSEMENT 005 EFFECTIVE DATE 01/01/2019

PROPERTY CHOICE COVERAGE PART

ENDORSEMENT 005 EFFECTIVE DATE IS AMENDED TO 02/26/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 20 UUN IB5054 K3

CHANGE NUMBER: 004

Policy Change Effective Date: 02/26/19

Named Insured: GATES HUDSON & ASSOCIATES INC
SEE IH1204

Producer's Name: MCGRIFF SEIBELS & WILLIAMS INC

Pro Rata Factor: [REDACTED]

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

NO PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE.

NAMED INSURED IS CHANGED TO READ: GATES HUDSON & ASSOCIATES INC
SEE IH1204

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

IH12011185 LOSS PAYEE
IH12001185 ENDORSEMENT 004 EFFECTIVE DATE
IH12040312



Countersigned by
(Where required by law)

Suean L. Castaneda
Authorized Representative

05/20/19
Date

POLICY NUMBER: 20 UUN IB5054

CHANGE NUMBER: 004



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF THE DECLARATIONS - ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

GATES HUDSON & ASSOCIATES INC
GATES HUDSON COMMUNITY MANAGEMENT LLC
GHA INVESTMENTS INC
GATES HUDSON SERVICES LLC
GHA SERVICES INC
GHA SECURITY INC
GATES HUDSON REALTY CORPORATIONS

POLICY NUMBER: 20 UUN IB5054

CHANGE NUMBER: 004



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT 004 EFFECTIVE DATE

THIS ENDORSEMENT ALSO APPLIES TO THE COMMERCIAL AUTO COVERAGE PART.

IT IS HEREBY AGREED AND UNDERSTOOD THAT ENDORSEMENT 004 IS EFFECTIVE
01/01/19.

POLICY NUMBER: 20 UUN IB5054

CHANGE NUMBER: 004



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LOSS PAYEE

PROPERTY CHOICE COVERAGE PART

CLARKE-HOOK CORPORATION
C/O CLARKE-HOOL REALTY MANAGEMENT
14506-E LEE RD
CHANTILY VA 20151
RE LOC# 008

EVERBANK COMMERCIAL FINANCE INC
C/O INSURANCE CENTER
P O BOX 3886
BELLEVUE WA 98009
RE LEASED COPIERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 20 UUN IB5054 K3

CHANGE NUMBER: 003

Policy Change Effective Date: 02/26/19

Named Insured: GATES HUDSON & ASSOCIATES INC



Producer's Name: MCGRIFF SEIBELS & WILLIAMS INC

Pro Rata Factor: [REDACTED]

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

NO PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE.

FOR CHANGES MADE TO THE BUSINESS AUTO COVERAGE FORM, SEE CHANGE NO. 003A ATTACHED

AUTOMOBILE

TRUMBULL INSURANCE COMPANY

BUSINESS AUTO COVERAGE FORM IS CHANGED

SEE FORM(S) ATTACHED

Countersigned by
(Where required by law)

Suean L. Castaneda
Authorized Representative

03/13/19
Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS CHANGE ENDORSEMENT

POLICY NUMBER: 20 UUN IB5054 K3
CHANGE NUMBER: 003A



This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below. (Premium adjustment, if any, for the addition, deletion or other change described in this endorsement is shown in the Premium Column below.)

Effective Date: 02/26/19

Named Insured: GATES HUDSON & ASSOCIATES INC

Producer's Name: MCGRIFF SEIBELS & WILLIAMS INC

Pro Rata Factor: [REDACTED]

Description of Change:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

TRUMBULL INSURANCE COMPANY

[REDACTED]

CA2048(S) IS/ARE ADDED. THE FOLLOWING CA2048 SEQUENCE NO(S) APPLY:
01

FORMS ADDED

Countersigned by
(Where required by law)

Suean L. Castaneda
Authorized Representative

03/13/19
Date

MISCELLANEOUS CHANGE ENDORSEMENT (Continued)

POLICY NUMBER: 20 UUN IB5054 K3

CA20481013

IH12011185 NAMED PERSON(S) OR ORGANIZATION(S)

IH12011185 FORM HA 02 03 06 14

EARLIER NOTICE OF CANCELLATION OR NONRENEWAL
PROVIDED BY US

POLICY NUMBER: 20 UUN IB5054

CHANGE NUMBER: 003



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NAMED PERSON(S) OR ORGANIZATION(S)

COMMERCIAL AUTO COVERAGE PART

POTOMAC HEIGHTS ONE, LLC AND POTOMAC HEIGHTS TWO, LLC, MIDLAND
NATIONAL LIFE INSURANCE COMPANY ISAOA ATIMA, PEARLMARK MEZZANINE
REALTY PARTNERS REIT IV ISAOA ATIMA AND PMRP CO-INVESTMENT IV LLC
ISAOA ATIMA
2400 N ST NW, SUITE 600
WASHINGTON DC 20037

POLICY NUMBER: 20 UUN IB5054

CHANGE NUMBER: 003



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FORM HA 02 03 06 14
EARLIER NOTICE OF CANCELLATION OR NONRENEWAL
PROVIDED BY US

COMMERCIAL AUTO COVERAGE PART

IN CONSIDERATION OF [REDACTED] IT IS HEREBY AGREED AND
UNDERSTOOD THAT FORM HA 02 03 06 14 IS ADDED PER THE ATTACHED.ÊÊÊ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 20 UUN IB5054 K3

CHANGE NUMBER: 002

Policy Change Effective Date: 01/01/19

Named Insured: GATES HUDSON & ASSOCIATES INC



Producer's Name: MCGRIFF SEIBELS & WILLIAMS INC

Pro Rata Factor: 1.000

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

RETURN PREMIUM DUE AT THE CHANGE EFFECTIVE DATE:

*INCLUDES RETURN TERRORISM PREMIUM OF

RETURN PREMIUM DUE 01/01/19

PROPERTY CHOICE

HARTFORD FIRE INSURANCE COMPANY

PROPERTY CHOICE COVERAGE PART IS CHANGED

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY

BUILDINGS AND BUSINESS PERSONAL PROPERTY COVERAGE:

BLANKET LIMIT OF INSURANCE IS CHANGED FROM \$1,800,000
TO \$1,750,000

PREMISES 10 IS DELETED
SEE SCHEDULE PC0002

GENERAL LIABILITY

TWIN CITY FIRE INSURANCE COMPANY

Countersigned by
(Where required by law)

Suean L. Castaneda
Authorized Representative

02/01/19
Date

POLICY CHANGES (Continued)

POLICY NUMBER: 20 UUN IB5054 K3

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY
AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

GENERAL LIABILITY: HC12111185 (APPLIES TO HM0010)

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS REVISED
AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

PROPERTY: PC00020118T

**PROPERTY CHOICE - SCHEDULE OF
PREMISES AND COVERAGES**



POLICY NUMBER: 20 UUN IB5054
CHANGE NUMBER: 002

COVERAGE AND LIMITS OF INSURANCE

INSURANCE APPLIES ON A BLANKET BASIS ONLY TO A COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN BELOW IN THE BLANKET DESCRIPTION OF COVERAGE OR PROPERTY. THE MAXIMUM WE WILL PAY FOR LOSS OR DAMAGE IN ANY ONE OCCURRENCE IS THE SMALLEST APPLICABLE LIMIT OF INSURANCE SHOWN IN THE DECLARATIONS, SCHEDULES, OR ENDORSEMENT(S).

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY

FOR INSURANCE THAT APPLIES TO A SPECIFIC INSURED PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

LIMIT(S) OF INSURANCE
IN ANY ONE OCCURRENCE

BUILDINGS AND BUSINESS PERSONAL PROPERTY	\$1,750,000
--	-------------

VALUATION PROVISION:

REPLACEMENT COST (SUBJECT TO LIMITATIONS) APPLIES TO THE TYPES OF COVERED PROPERTY INSURED UNDER THIS POLICY. FOR VALUATION THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.

PROPERTY CHOICE - BUSINESS INTERRUPTION AT SCHEDULED PREMISES

INSURANCE APPLIES ONLY TO A SCHEDULED PREMISES AND TO BUSINESS INTERRUPTION COVERAGE FOR WHICH A SPECIFIC LIMIT OF INSURANCE IS SHOWN ON PROPERTY CHOICE - SCHEDULED PREMISES.

COINSURANCE PROVISION:

UNLESS OTHERWISE STATED IN THIS POLICY, COINSURANCE DOES NOT APPLY TO THE COVERAGES SHOWN ON THIS POLICY.

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)**POLICY NUMBER:** 20 UUN IB5054

 CAUSES OF LOSS - EQUIPMENT BREAKDOWN

FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE -
 SCHEDULED PREMISES.

THE MOST WE WILL PAY IN ANY ONE EQUIPMENT BREAKDOWN ACCIDENT TO EQUIPMENT
 BREAKDOWN PROPERTY IS THE LESSER OF THE APPLICABLE BUILDING, BUSINESS
 PERSONAL PROPERTY AND BUSINESS INTERRUPTION LIMITS OF INSURANCE OR
 \$100,000,000.

COVERAGE EXTENSIONS: THE FOLLOWING COVERAGE EXTENSIONS LIMITS OF INSURANCE
 ARE INCLUDED IN THE CAUSES OF LOSS - EQUIPMENT BREAKDOWN LIMIT OF INSURANCE
 AND APPLY IN ANY ONE EQUIPMENT BREAKDOWN ACCIDENT TO EQUIPMENT BREAKDOWN
 PROPERTY.

LIMITS OF INSURANCE

CFC REFRIGERANTS:

INCLUDED IN THE LIMIT
 OF INSURANCE APPLICABLE
 TO EQUIPMENT BREAKDOWN

HAZARDOUS SUBSTANCES:

\$100,000

SPOILAGE:

\$100,000

EXPEDITING EXPENSES:

\$100,000

 DEDUCTIBLES

FOR DEDUCTIBLES THAT APPLY TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE -
 SCHEDULED PREMISES.

THE FOLLOWING DEDUCTIBLE(S) SHALL APPLY TO LOSS OR DAMAGE:

BY COVERED LOSS,

IN ANY ONE OCCURRENCE:

\$2,500

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IB5054

 PROPERTY CHOICE - SCHEDULED PREMISES

THE FOLLOWING LIMITS OF INSURANCE APPLY IN ANY ONE OCCURRENCE UNLESS
 OTHERWISE STATED.

* * * * *

PREMISES NO. 1

ADDRESS:

3020 HAMAKER CT STE 301
 FAIRFAX, VA 22031
 FAIRFAX COUNTY

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT

PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
---	--------------------

BUSINESS INCOME AND EXTRA EXPENSE:	\$250,000
72 HOURS WAITING PERIOD APPLIES	
PAYROLL IS INCLUDED	

* * * * *

PREMISES NO. 2

ADDRESS:

3020 HAMAKER CT STE 505
 FAIRFAX, VA 22031
 FAIRFAX COUNTY

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IB5054

PREMISES 2 CONTINUED

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT

* * * * *

PREMISES NO. 3

ADDRESS:

3020 HAMAKER CT STE B100
FAIRFAX, VA 22031
FAIRFAX COUNTY

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT

* * * * *

PREMISES NO. 4

ADDRESS:

3421 COMMISSION CT STE 201
WOODBIDGE, VA 22192
PRINCE WILLIAM COUNTY

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IB5054

PREMISES 4 CONTINUED

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT

* * * * *

PREMISES NO. 5

ADDRESS:

2965 PROSPERITY AVE
FAIRFAX, VA 22031
FAIRFAX COUNTY

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT

* * * * *

PREMISES NO. 6

ADDRESS:

3020 HAMAKER CT STE 502
FAIRFAX, VA 22031
FAIRFAX COUNTY

POLICY NUMBER: 20 UUN IB5054

PREMISES 6 CONTINUED

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT

* * * * *

PREMISES NO. 7

ADDRESS:

1010 WISCONSIN AVE NW STE 720
WASHINGTON, DC 20007
DISTRICT OF COLU COUNTY

DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT

PROTECTIVE SYSTEMS - FIRE APPLIES TO THIS PREMISES FOR:
AUTOMATIC FIRE EXTINGUISHING SYSTEM

* * * * *

PREMISES NO. 8

ADDRESS:

44927 GEORGE WASHINGTON BLVD
ASHBURN, VA 20147
LOUDOUN COUNTY

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES (continued)

POLICY NUMBER: 20 UUN IB5054

PREMISES 8 CONTINUED

- - - - -
DESCRIPTION OF COVERAGE OR PROPERTY- - - - -
LIMIT OF INSURANCE
- - - - -

BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):

INCLUDED IN BLANKET
BUILDING AND BUSINESS
PERSONAL PROPERTY LIMIT

* * * * *

PREMISES NO. 9

ADDRESS:

3020 HAMAKER CT STE 300
FAIRFAX, VA 22031
FAIRFAX COUNTY- - - - -
DESCRIPTION OF COVERAGE OR PROPERTY- - - - -
LIMIT OF INSURANCE
- - - - -

BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):

INCLUDED IN BLANKET
BUILDING AND BUSINESS
PERSONAL PROPERTY LIMIT

SCHEDULE CHANGES



POLICY NUMBER: 20 UUN IB5054

CHANGE NUMBER: 002

It is agreed that the Schedule (Form HC 12 10) is changed as follows:

THE FOLLOWING IS DELETED:

DESCRIPTION OF HAZARDS: PREMISES/OPERATION COVERAGE
REFER TO: COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)
PRMS/BLDG NO: 010/001 TERR: 001
LOCATION: 333 H ST NE
WASHINGTON
DC 20002

CLASSIFICATION CODE NUMBER
AND DESCRIPTION: 61218
BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING
MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) - NOT-FOR-PROFIT ONLY -
INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED
OPERATIONS LOSSES ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS: [REDACTED]
EXPOSURE: [REDACTED]
RATE: [REDACTED]
ANNUAL PREMIUM: [REDACTED]
PREMIUM CHANGE: [REDACTED]

TOTAL PREMIUM CHANGE
FOR THIS POLICY CHANGE: [REDACTED]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS CHANGE ENDORSEMENT

POLICY NUMBER: 20 UUN IB5054 K3
CHANGE NUMBER: 001A



This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below. (Premium adjustment, if any, for the addition, deletion or other change described in this endorsement is shown in the Premium Column below.)

Effective Date: 01/01/19

Named Insured: GATES HUDSON & ASSOCIATES INC

Producer's Name: MCGRIFF SEIBELS & WILLIAMS INC

Pro Rata Factor: [REDACTED]

Description of Change:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

TRUMBULL INSURANCE COMPANY

PREMIUM DUE ON THE ENDORSEMENT EFFECTIVE DATE 01/01/19: [REDACTED]

THE FOLLOWING COVERED "AUTO(S)" IS/ARE DELETED FROM THE SCHEDULE:
00007

Countersigned by
(Where required by law)

Suean L. Castaneda
Authorized Representative

01/25/19
Date

MISCELLANEOUS CHANGE ENDORSEMENT (Continued)**POLICY NUMBER:** 20 UUN IB5054 K3-----
S C H E D U L E O F C O V E R E D A U T O S Y O U O W NABSENCE, IF ANY, OF A LIMIT ENTRY MEANS THAT THE LIMIT ENTRY SHOWN IN THE
CORRESPONDING ITEM TWO OF THE DECLARATIONS LIMIT COLUMN APPLIES INSTEAD.
-----NO. 00007 11 LEON TRAILER ID NO. 5BFAU1221BM017198
TAX CODE: ZIP CODE:

COVERAGES:	SEQ. NO. 00007	ADDITIONAL/RETURN	PREMIUMS
LIABILITY		\$ [REDACTED]	[REDACTED]
MEDICAL EXPENSE BENEFITS		\$ [REDACTED]	[REDACTED]
COMPREHENSIVE		\$ [REDACTED]	[REDACTED]
COLLISION		\$ [REDACTED]	[REDACTED]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**POLICY CHANGES**

This endorsement forms a part of the Policy numbered below:

Policy Number 20 UUN IB5054	Named Insured GATES HUDSON & ASSOCIATES INC SEE IH1204		
Policy Change Effective Date 01/01/19	Change No. 007	Agent or Broker MCGRUFF SEIBELS & WILLIAMS INC 262634	

CHANGE(S)

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

IT IS HEREBY AGREED AND UNDERSTOOD IN CONSIDERATION OF BELOW CHANGE IN PREMIUM, DELETE COMMERCIAL INLAND MARINE COVERAGE AND THAT THE FOLLOWING COVERAGE LIMIT IS AMENDED PER THE ATTACHED PC0002 FORM.

THE BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT IS CHANGED FROM \$1,750,000 TO \$1,877,000.

THE FOLLOWING FORMS ARE DELETED: HM99040186, CM00010904, MS00260316, MS19150197,

MS00561185, MS03021190, AND HM00200295

THE NAMED INSURED GATES HUDSON REALTY CORPORATION INC IS REVISED AND BS REAL ESTATE INVESTMENT IS ADDED PER THE IH1204 ATTACHED FORM.

	Additional	Return
Due at Policy Change effective date:	\$	\$

Installment Premium Schedule

Due Dates	Prior to this change	Result of Change		*Revised Installment
		Additional	Return	
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$

Revised installments, if not shown on this endorsement, will be shown in the Declarations or on Form HM 99 01.

*If Future Annual Installments, this excludes Automobile Premium.

This endorsement does not change the policy except as shown.

Policy Expiration Date

01/01/20

Countersigned by
(Where required by law)

Authorized Representative Date

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES



POLICY NUMBER: 20 UUN IB5054

CHANGE NUMBER: 007

The Limits of Insurance as stated below are subject to all the terms and conditions of this policy.

Replacement cost (subject to limitations) applies to the types of Covered Property insured under this policy.

For valuation other than Replacement Cost that applies to a Specific Premises see below Property Choice - Scheduled Premises.

PROPERTY CHOICE SCHEDULED PREMISES

The following limits of insurance apply in any one occurrence unless otherwise stated.

SEE DEDUCTIBLE section for applicable DEDUCTIBLE(S).

Scheduled Premises Number	Scheduled Premises Address	Description of Coverage or Property	Limit of Insurance	Co-insurance %
AMEND 001	3020 HAMAKER CT STE 301 FAIRFAX, VA 22031	BUSINESS PERSONAL PROPERTY (INCLUDING STOCK) :	\$1,127,000 INCLUDED IN BLANKET BUILDING AND BUSINESS PERSONAL PROPERTY LIMIT	

Coinsurance Provision: Coinsurance does not apply to the coverages shown on this policy.

For coinsurance that does apply see above Property Choice - Scheduled Premises.

Property Choice - Schedule of Premises and Coverages - continued**COVERED CAUSES OF LOSS - EQUIPMENT BREAKDOWN****SEE DEDUCTIBLE section for applicable DEDUCTIBLE(S).**

The most we will pay in any one Equipment Breakdown Accident to Equipment Breakdown Property is the lesser of the applicable Building, Business Personal Property and Business Interruption Limits of Insurance or \$100,000,000.

Equipment Breakdown Additional Coverages. These Additional Coverage limits apply only to Scheduled Premises under the Property Coverage Form.	Limit of Insurance
CFC Refrigerants	Included in the Equipment Breakdown Limit.
Hazardous Substances	\$100,000.
Spoilage	\$100,000.
Expediting Expense (Equipment Breakdown)	\$100,000.

CAUSES OF LOSS - ELECTRONIC VANDALISM

	Limit(s) of Insurance - In any one occurrence
Electronic Vandalism:	\$ Business Personal Property
	\$ Business Income
	\$ Extra Expense
Hour Waiting Period applies to Electronic Vandalism - Business Income Loss	

No Waiting Period applies to Electronic Vandalism - Extra Expense Loss

The following Coverages are found in the Causes Of Loss - Electronic Vandalism Form and are in addition to the Causes Of Loss - Electronic Vandalism Causes Of Loss - Limit of Insurance in any one occurrence:

Denial of Service - Business Income:	\$25,000
Hour Waiting Period applies to Denial Of Service - Business Income Loss	
Denial of Service - Extra Expense:	\$25,000
No Waiting Period applies to Denial Of Service Extra Expense Loss	
Website And Internet Business Income:	\$100,000
Hour Waiting Period applies to Website and Internet Services Business Income Loss	
Website And Internet Services Extra Expense:	\$100,000
No Waiting Period applies to Website and Internet Services Extra Expense Loss	
Good Faith Advertising Expense:	\$25,000 In any one Policy Year

Property Choice - Schedule of Premises and Coverages - continued**CAUSES OF LOSS - EARTHQUAKE ENDORSEMENT (Optional)**

SEE DEDUCTIBLE section for applicable DEDUCTIBLE(S).

Causes of Loss - Earthquake	Policy Year Limit of Insurance
All coverages at all insured Scheduled Premises in total situated in:	NO COVERAGE
CALIFORNIA:	\$
All other states:	\$

Excluded Premises: Causes of Loss - Earthquake does not apply to the following Scheduled Premises:

No.(s)	
--------	--

CAUSES OF LOSS - EARTHQUAKE DOES NOT APPLY TO ANY DEPENDENT PROPERTIES OR ANY UNNAMED PREMISES OR ANY UTILITY SERVICES ADDITIONAL COVERAGE.**Property Choice - Schedule of Premises and Coverages - continued****CAUSES OF LOSS - FLOOD ENDORSEMENT (Optional)**

SEE DEDUCTIBLE section for applicable DEDUCTIBLE(S).

Causes of Loss - Flood	Policy Year Limit of Insurance
All coverages at all insured Scheduled Premises in total:	\$ NO COVERAGE
All coverages at all insured Scheduled Premises situated in zone prefixed [X] as designated by the National Flood Insurance Act of 1968 (or any subsequent amendment):	\$
All coverages at all insured Scheduled Premises situated in zone prefixed [X] as designated by the National Flood Insurance Act of 1968 (or any subsequent amendment):	\$

CAUSES OF LOSS - FLOOD DOES NOT APPLY TO ANY DEPENDENT PROPERTIES OR ANY UNNAMED PREMISES OR ANY UTILITY SERVICES ADDITIONAL COVERAGE.**Excluded Premises: Causes of Loss - Flood** does not apply to the following Scheduled Premises:

No.(s)	
--------	--

Property Choice - Schedule of Premises and Coverages - continued**PROPERTY CHOICE COMMON CRIME COVERAGES FORM (BUSINESS CRIME) (Optional)**

SEE DEDUCTIBLE section for applicable DEDUCTIBLE(S).

Property Choice Common Crime Coverages Form		Limit of Insurance
Employee Theft		\$
Forgery or Alteration		\$
Inside the Premises - Theft of Money and Securities - Inside each Scheduled Premises, except at the following premises:		\$
No.(s)		\$
Outside the Premises - Theft of Money and Securities:		\$
Computer Fraud		\$
Money Orders and Counterfeit Paper Currency		\$

Public Employee Theft Coverage Form				Limit of Insurance
	Per Employee		Per Loss	\$

Property Choice - Schedule of Premises and Coverages - continued**DEDUCTIBLE(S)**

The following deductible amounts shall apply to loss or damage:

Policy Deductible

Applies to all coverages and premises, unless otherwise stated below:

\$ 2,500

	In any one occurrence:
By Earthquake:	\$ NO COVERAGE
In the State(s) of:	\$
By Earthquake:	\$
In the State(s) of:	\$

	In any one occurrence:
By Flood:	\$ NO COVERAGE
In any one occurrence:	\$
All premises in any one occurrence situated in zone prefixed [x] as designated by the National Flood Insurance Act of 1968 (or any subsequent amendment):	\$
All premises in any one occurrence situated in zone prefixed [x] as designated by the National Flood Insurance Act of 1968 (or any subsequent amendment):	\$

Premises Number(s)	Coverage(s)	Deductible

Property Choice - Schedule of Premises and Coverages - continued

MORTGAGEHOLDERS, LENDER LOSS PAYEES and LOSS PAYEES

Premises Number	Name	Address	Interest

POLICY NUMBER: 20 UUN IB5054



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF THE DECLARATIONS - ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

GATES HUDSON & ASSOCIATES INC
GATES HUDSON COMMUNITY MANAGEMENT LLC
GHA INVESTMENTS INC
GATES HUDSON SERVICES LLC
GHA SERVICES INC
GHA SECURITY INC
GATES HUDSON REALTY CORPORATION INC
BS REAL ESTATE INVESTMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 20 UUN IB5054 K3

CHANGE NUMBER: 003

Policy Change Effective Date: 02/26/19

Named Insured: GATES HUDSON & ASSOCIATES INC



Producer's Name: MCGRIFF SEIBELS & WILLIAMS INC

Pro Rata Factor: [REDACTED]

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

NO PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE.

FOR CHANGES MADE TO THE BUSINESS AUTO COVERAGE FORM, SEE CHANGE NO. 003A ATTACHED

AUTOMOBILE

TRUMBULL INSURANCE COMPANY

BUSINESS AUTO COVERAGE FORM IS CHANGED

SEE FORM(S) ATTACHED

Countersigned by
(Where required by law)

Suean L. Castaneda
Authorized Representative

03/13/19
Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS CHANGE ENDORSEMENT

POLICY NUMBER: 20 UUN IB5054 K3
CHANGE NUMBER: 003A



This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below. (Premium adjustment, if any, for the addition, deletion or other change described in this endorsement is shown in the Premium Column below.)

Effective Date: 02/26/19

Named Insured: GATES HUDSON & ASSOCIATES INC

Producer's Name: MCGRIFF SEIBELS & WILLIAMS INC

Pro Rata Factor: [REDACTED]

Description of Change:

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.
THIS IS NOT A BILL.

TRUMBULL INSURANCE COMPANY

[REDACTED]

CA2048(S) IS/ARE ADDED. THE FOLLOWING CA2048 SEQUENCE NO(S) APPLY:
01

FORMS ADDED

Countersigned by
(Where required by law)

Suean L. Castaneda
Authorized Representative

03/13/19
Date

MISCELLANEOUS CHANGE ENDORSEMENT (Continued)

POLICY NUMBER: 20 UUN IB5054 K3

CA20481013

IH12011185 NAMED PERSON(S) OR ORGANIZATION(S)

IH12011185 FORM HA 02 03 06 14

EARLIER NOTICE OF CANCELLATION OR NONRENEWAL
PROVIDED BY US

POLICY NUMBER: 20 UUN IB5054

CHANGE NUMBER: 003



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NAMED PERSON(S) OR ORGANIZATION(S)

COMMERCIAL AUTO COVERAGE PART

POTOMAC HEIGHTS ONE, LLC AND POTOMAC HEIGHTS TWO, LLC, MIDLAND
NATIONAL LIFE INSURANCE COMPANY ISAOA ATIMA, PEARLMARK MEZZANINE
REALTY PARTNERS REIT IV ISAOA ATIMA AND PMRP CO-INVESTMENT IV LLC
ISAOA ATIMA
2400 N ST NW, SUITE 600
WASHINGTON DC 20037

POLICY NUMBER: 20 UUN IB5054

CHANGE NUMBER: 003



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FORM HA 02 03 06 14
EARLIER NOTICE OF CANCELLATION OR NONRENEWAL
PROVIDED BY US

COMMERCIAL AUTO COVERAGE PART

IN CONSIDERATION OF [REDACTED] IT IS HEREBY AGREED AND
UNDERSTOOD THAT FORM HA 02 03 06 14 IS ADDED PER THE ATTACHED.ÊÊÊ



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Number of Days Notice

Cancellation 30

Nonrenewal 30

(If no entry is shown in the Schedule above for either Cancellation or Nonrenewal, the number of days notice for that condition is not amended by this endorsement).

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation or nonrenewal, as provided in:

1. Paragraph **A.2.** of the **Cancellation** Common Policy Condition; or
2. The Coverage Part; or
3. An applicable state cancellation or nonrenewal endorsement,

whichever may apply, is increased to the number of days shown in the Schedule above.

In no event, however, will notice of cancellation or nonrenewal be less than the minimum number of days required, if any, of the state shown as the first Named Insured's mailing address shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Number of Days Notice

Cancellation 30

Nonrenewal 30

(If no entry is shown in the Schedule above for either Cancellation or Nonrenewal, the number of days notice for that condition is not amended by this endorsement).

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation or nonrenewal, as provided in:

1. Paragraph **A.2.** of the **Cancellation** Common Policy Condition; or
2. The Coverage Part; or
3. An applicable state cancellation or nonrenewal endorsement,

whichever may apply, is increased to the number of days shown in the Schedule above.

In no event, however, will notice of cancellation or nonrenewal be less than the minimum number of days required, if any, of the state shown as the first Named Insured's mailing address shown in the Declarations.



ADVISORY NOTICE OF COVERAGE REDUCTION REGARDING RIDESHARING

No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations page for complete information on the coverages you have been provided. If there is any conflict between the Policy and this summary, **THE PROVISIONS OF YOUR POLICY SHALL PREVAIL.**

Your policy for the upcoming term will include reduction in coverage as described below. This Notice provides information concerning ride-sharing arrangements through Transportation Network Companies (TNCs) and the resulting insurance implications for TNC drivers.

TNCs typically offer a ride-sharing service which uses smart-phone applications and other Internet-based platforms to connect passengers with drivers for the purpose of providing prearranged transportation services for compensation.

We are introducing mandatory exclusionary endorsement Public Or Livery Passenger Conveyance Exclusion. The endorsement is being attached to all new and renewal commercial auto policies, that are not already rated as public or livery risks. This endorsement provides that there is no coverage under this policy for any "loss" or "accident" that occurs during any period of time a covered "auto" is being used by an "insured" that is logged into a "transportation network platform". We are taking this action as commercial rideshare programs such as Uber, Lyft and Sidecar are becoming more common. Such TNC livery and passenger conveyance exposure is not contemplated in our current pricing and requires us to properly underwrite and price within our program guidelines.

Similar exclusions will also apply to Medical Payments Coverage, Personal Injury Protection, Uninsured/Underinsured Motorists Coverage, Uninsured Motorists Property Damage Coverage or coverage for damage to your auto if those coverages are present on your Commercial Auto Policy.

You should review your Commercial Auto policy carefully. If you have any questions regarding this Notice please contact us at the phone number listed on your Declarations page.